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Steve Atkinson MA(Oxon) MBA FIoD FRSA
Chief Executive

Date: 09 December 2014

Hinckley & Bosworth
Borough Council

A Borough to be proud of

To: **Members of the Executive**

Mr SL Bray (Chairman)
Mr DC Bill MBE (Vice-Chairman)
Mr DS Cope
Mr WJ Crooks

Mr DM Gould
Mr KWP Lynch
Mr MT Mullaney
Ms BM Witherford

Copy to all other Members of the Council

(other recipients for information)

Dear Councillor,

There will be a meeting of the **EXECUTIVE** in the De Montfort Suite - Hub on **WEDNESDAY, 17 DECEMBER 2014 at 6.30 pm** and your attendance is required.

The agenda for the meeting is set out overleaf.

Yours sincerely

A handwritten signature in black ink, appearing to read 'R Owen'.

Rebecca Owen
Democratic Services Officer

EXECUTIVE - 17 DECEMBER 2014

A G E N D A

1. APOLOGIES

2. MINUTES (Pages 1 - 4)

To confirm the minutes of the meeting held on 29 October 2014.

3. ADDITIONAL URGENT BUSINESS BY REASON OF SPECIAL CIRCUMSTANCES

To be advised of any additional items of business which the Chairman decides by reason of special circumstances shall be taken as matters of urgency at this meeting.

4. DECLARATIONS OF INTEREST

To receive verbally from Members any disclosures which they are required to make in accordance with the Council's code of conduct or in pursuance of Section 106 of the Local Government Finance Act 1992. **This is in addition to the need for such disclosure to be also given when the relevant matter is reached on the agenda.**

5. QUESTIONS

To hear any questions in accordance with Council Procedure Rule 10.

6. ISSUES ARISING FROM OVERVIEW & SCRUTINY

(If any)

7. COLLECTIVE SWITCHING (Pages 5 - 8)

Report of the Deputy Chief Executive (Community Direction).

8. TENANCY AGREEMENT, SUCCESSIONS POLICY AND RECHARGE POLICY (Pages 9 - 50)

Report of the Deputy Chief Executive (Community Direction).

9. INSTALLATION OF PV PANELS (Pages 51 - 56)

Report of Deputy Chief Executive (Corporate Direction).

10. STRATEGIC HOUSING LAND AVAILABILITY ASSESSMENT (Pages 57 - 60)

Report of Deputy Chief Executive (Community Direction).

11. COUNCIL TAX, NON DOMESTIC RATES AND OVERPAID HOUSING BENEFIT WRITE-OFFS

Report of the Deputy Chief Executive (Corporate Direction).

12. SUPPLEMENTARY BUDGET REQUEST - NNDR REVIEW (Pages 61 - 64)

Report of Deputy Chief Executive (Corporate Direction).

13. SUPPLEMENTARY BUDGET REQUEST - DRY RECYCLING IMPROVEMENTS (Pages 65 - 68)

Report of Deputy Chief Executive (Community Direction).

14. WHEELED BIN AND CONTAINER POLICY (Pages 69 - 74)

Report of Deputy Chief Executive (Community Direction).

15. WASTE FRAMEWORK DIRECTIVE (Pages 75 - 80)

Report of Deputy Chief Executive (Community Direction).

16. ON-FARM COMPOSTING CONTRACT EXTENSION (Pages 81 - 86)

17. PARKING ENFORCEMENT (Pages 87 - 90)

Report of the Deputy Chief Executive (Community Direction).

18. ANY OTHER ITEMS OF BUSINESS WHICH THE CHAIRMAN DECIDES HAVE TO BE DEALT WITH AS MATTERS OF URGENCY

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Agenda Item 2

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

EXECUTIVE

29 OCTOBER 2014 AT 6.30 PM

PRESENT:

Mr DS Cope, Mr WJ Crooks, Mr DM Gould and Ms BM Witherford

Members in attendance: Councillor Mr PR Batty

Officers in attendance: Steve Atkinson, Lindsay Orton, Rebecca Owen, Rob Parkinson, Sally Smith and Nic Thomas

218 APPOINTMENT OF CHAIRMAN

In the absence of the Leader and Deputy Leader, it was moved by Councillor Witherford, seconded by Councillor Crooks and

RESOLVED – Councillor Gould be appointed Chairman for this meeting only.

219 APOLOGIES

Apologies for absence were submitted on behalf of Councillors Bill, Bray, Lynch and Mullaney.

220 MINUTES

On the motion of Councillor Witherford, seconded by Councillor Cope, it was

RESOLVED – the minutes of the meetings held on 23 and 24 September be confirmed and signed by the Chairman.

221 DECLARATIONS OF INTEREST

No interests were declared at this stage.

222 EARLY HELP GRANT

The Executive was informed of an external funding stream via Leicestershire County Council to help fund small scale projects led by the voluntary sector to provide young people with positive activities. It was emphasised that this funding may not be available in 2015/16.

In response to a member's question, it was stated that applications forms were available from Cultural Services.

It was requested that an update on groups that had benefitted from the funding be provided at the year end.

On the motion of Councillor Cope, seconded by Councillor Gould, it was

RESOLVED –

- (i) The securing of the grant aid funding be welcomed;
- (ii) Supplementary income and expenditure budgets of £36,103 for 2014/15 be approved.

223 DRAFT CLIMATE CHANGE ACTION PLAN

Members received the Climate Change Strategy and Action Plan 2014-17 and thanked officers for the extensive work undertaken. It was moved by Councillor Gould, seconded by Councillor Crooks and

RESOLVED – the draft Climate Change Strategy and Action Plan 2014-17 be approved.

224 STATION ROAD PUBLIC REALM - SUPPLEMENTARY BUDGET

Members were informed of the requirement for a supplementary budget for the design work for a public realm improvement scheme for Station Road in Hinckley, funded by developer contributions through the planning process. It was moved by Councillor Gould, seconded by Councillor Crooks and

RESOLVED – a supplementary budget of £40,000 be agreed for the current financial year, to be funded from developer contributions to meet the estimated costs of designing a public realm improvement scheme for Station Road in Hinckley.

225 HINCKLEY AND BOSWORTH LOCAL PLAN (2006- 2026): SITE ALLOCATIONS AND DEVELOPMENT MANAGEMENT POLICIES DPD - PRE-SUBMISSION MODIFICATIONS CONSULTATION

The Executive received a report on the Site Allocations and Development Management Policies Development Plan Document (DPD) pre-submission modification, sustainability appraisal addendum and supporting documents prior to consideration by Council. Members were pleased to see the progress on this matter. It was moved by Councillor Gould, seconded by Councillor Crooks and

RESOLVED –

- (i) The pre-submission modifications of the Site Allocations and Development Management Policies DPD and sustainability appraisal including addendum be endorsed and RECOMMENDED to Council for consultation for approximately eight weeks during the period 8 December 2014 to 30 January 2015;
- (ii) Council be RECOMMENDED to approve the planned submission of the Site Allocations and Development Management Policies DPD including modifications, sustainability appraisal including addendum, statement of consultation responses and supporting documents to the Secretary of State for examination in public following analysis of the representations received during the consultation period.

226 REVISED EXTENDED PHASE 1 HABITAT SURVEY

A report on the revised extended Phase 1 Habitat Survey was presented as an evidence base to inform plan making. It was explained that this document would provide grounds to consider habitat and submit mitigation measures, but would not necessarily provide protection for a site. It was moved by Councillor Gould, seconded by Councillor Witherford and

RESOLVED – the revised extended Phase 1 Habitat survey be approved as a Local Plan evidence base.

227 JOINT STRATEGIC FLOOD RISK ASSESSMENT

The Executive gave consideration to the Joint Strategic Flood Risk Assessment as an evidence base to inform plan making and decision taking. It was moved by Councillor Gould, seconded by Councillor Crooks and

RESOLVED – the Joint Strategic Flood Risk Assessment be approved as a Local Plan evidence base.

228 DEDICATION OF GRANVILLE ROAD PARK AS A CENTENARY FIELD

The Executive gave consideration to dedicating Granville Road Park, Hinckley, as a Centenary Field. Members were supportive of the proposal and there was some discussion regarding a tank that used to be in the park, and about the colour of the plaque. It was moved by Councillor Crooks, seconded by Councillor Witherford and

RESOLVED –

- (i) The dedication of the whole of Granville Road Park as a Centenary Field be approved;
- (ii) Authority be delegated to the Leader of the Council and the Head of Street Scene Services to progress this dedication.

(The Meeting closed at 6.55 pm)

CHAIRMAN

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EXECUTIVE BRIEFING

REPORT TITLE: COLLECTIVE SWITCHING REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: ALL WARDS

1. PURPOSE OF REPORT

- 1.1 To advise the Executive of the opportunity to assist residents of the Borough to switch energy suppliers to achieve lower tariffs through a Collective Switching scheme and to obtain approval to develop such a scheme.

2. RECOMMENDATION

That the Executive

- 2.1 Note the principles of Collective Switching and agree to a scheme being developed in the Borough using the LGA preferred provider iChoosr for support.
- 2.2 Agree to exploring the appetite of neighbouring authorities to join in a Collective Switching scheme.
- 2.3 Agree to exploration of recent announcements of councils providing energy to residents in competition with the Big Six, with a view to a future report on opportunities to participate in this if appropriate.

3. BACKGROUND TO THE REPORT

- 3.1 Collective Switching is where a community champion, such as the Council, support residents of the Borough to switch energy suppliers and obtain lower tariffs, thereby saving them money on their energy bills. The point of the community champion is to give people the trust and confidence to switch, particularly in this market where some sections of the public still distrust the energy companies and are confused about the process.
- 3.2 If supported Collective Switching would be added to the suite of measures the Private Sector Housing team has for tackling fuel poverty and promoting affordable warmth. The target population is those who are disengaged from switching and who wouldn't normally look to switch to save themselves money off their fuel bills. In areas that have embarked on Collective Switching the elderly make up a large number of those who switch as they are less likely to search on line for better deals. Residents on prepaid meters who often find switching difficult can also be included in the scheme.
- 3.3 The LGA have a framework agreement to support councils in progressing Collective Switching schemes. The framework is through the North East procurement organisation and the preferred supplier is ichoosr. ichoosr provide the following switching service:
- Induction and training for staff.
 - Support with media and marketing support.
 - An advice centre.
 - The auction process.
 - Switching function.
 - Handover management and reporting.
 - Post switch evaluations.

- 3.4 By September 2014, 8 council led schemes had resulted in 43,000 households switching, saving £6,450,000.
- 3.5 Under the scheme the council, as the community champion, would promote to residents the principle of switching energy supplier to access lower tariffs. Residents are supported to sign up to switch over a two month period.. The council can decide how much time and resource to put into promotion and support to residents, but the more that is put into this the more people sign up and potentially lower tariffs negotiated through the auctions, as companies will want to capture the larger potential customer base and therefore lower their tariffs further to win the auction. Evidence has shown that where councils are passive in their community champion role sign up for switching is 11% (of those who show interest) as compare to 22% rate where a more proactive approach is taken.
- 3.6 Existing networks are used for promotion including parishes, GPs, CAB, Age UK, libraries etc. Facilitated registrations could be supported at the Hub, with customer services advisors and private sector housing officers trained to help people, particularly the elderly to complete registrations. ichoosr would support on web development and publicity materials.
- 3.7 Four times a year ichoosr run an auction. The auction will include Collective Switching schemes from across the country, thereby maximising numbers. A downwards auction takes place, with companies outbidding one another with lower tariffs. Once a price is fixed residents still have a choice whether to proceed and sign up with the new supplier.
- 3.8 To date average savings for residents who have switched are £272 a year. For an individual on a low income and in fuel poverty this can be a significant saving to their household budget.
- 3.9 For the council a payment of £5.50 is received from ichoosr for each resident who switches electricity and the same payment for gas switches, totally a maximum of £11 per resident for dual fuel switching. Experience of councils who have entered into schemes is that it isn't a huge revenue raiser and often the revenue is put back into publicity for future phases of the scheme or other affordable warmth schemes.
- 3.5 The practicalities of delivering Collective Switching would rest with private sector housing, along with the other streams of affordable warmth/fuel poverty measures the section delivers. However support would be needed from communications and customer services.
- 3.10 Examples from the LGA have shown councils joining together to brand their Collective Switching activity. The principle of Collective Switching has been discussed at the County Housing Services Partnership and iChoosr are to be asked to attend a future meeting to provide details of the scheme with a view to seeing if other councils would like to join a collective scheme.
- 3.11 Recent reports in the media have identified councils who have come together to supply electricity and gas to residents in competition with the Big Six providers. The purpose of this is to undercut the large suppliers and save residents money on their fuel bills. It is recommended that these schemes are explored to establish whether this is an area the Council would like to move into, either through joining schemes already being developed if possible or setting up a similar scheme with neighbouring authorities.

4. FINANCIAL IMPLICATIONS (KP)

- 4.1 The financial implications of switching are currently indicative and will depend on the service provider and the model that is adopted. As outlined in section 3.3, it is expected that if switching is endorsed the Council will contract choosr to deliver the service through existing frameworks.
- 4.2 Costs up to £1,920 will be met through existing Energy Conservation Promotions budgets. Any excess costs will require a supplementary budget request. Further investigation will be undertaken with the Department of Energy and Climate Change (DECC) to establish if existing Green Deal funding can be used for this purpose.
- 4.3 As outlined in 3.9, the Council will receive a switching fee of £5.50 per fuel type per customer. On this basis, 349 switches will be required annually to cover the £1,920 expenditure budget.

LEGAL IMPLICATIONS (SJB)

- 5.1 The Local Government Act 2000 empowers the Council to do anything which it considers is likely to achieve the promotion of the economic well-being of its area and/or the promotion of the social well-being of its area
- 5.2 The exercise of this power can be for the benefit of all or any residents of the Borough
- 5.3 The power enables the Council to
 - a) Incur expenditure
 - b) Give financial assistance
 - c) Enter into arrangements or agreements
 - d) Provide staff goods services or accommodation

- 5.4 In exercising the power the Council must have regard to its Community Strategy

CORPORATE PLAN IMPLICATIONS

- 6.1 Supporting Individuals, specifically supporting the most vulnerable people and reducing the impact of poverty and improving health and wellbeing by offering practical advice in relation to fuel poverty.

7. CONSULTATION

- 7.1 None to date.

8. RISK IMPLICATIONS

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
<ul style="list-style-type: none"> • People on pre-payment meters will require more support to facilitate switching. may not be included (typically the highest tariffs at present) 	Work with this group individually through the warms homes officers or similar, to provide support.	RL
<ul style="list-style-type: none"> • The tariff given on the day of auction may not be the best tariff on the market at that time. This could have potential reputational risk 	Be clear and transparent about what is being offered and ability of residents to make the final decision.	RL

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9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 The service will be available across the entire district providing an opportunity to take part in the scheme regardless of location or tenure.

- Targeting a wide audience through press, promotion and front line staff and linking in with partner organisations.
- Where vulnerable groups are eligible they will be specifically targeted through the programme to help reduce excess winter deaths.

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers:

Contact Officer: Sharon Stacey
Executive Member: Councillor David Gould

EXECUTIVE BRIEFING

COUNCIL HOUSE TENANCY CONDITIONS, SUCCESSIONS POLICY AND RECHARGE POLICY.

REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

- 1.1 To advise the Executive of the outcome of the consultation with council tenants on the Tenancy Agreement, the Succession of Council Tenancies policy and the Recharge Policy and to agree to their adoption.

2. RECOMMENDATION

The Executive:

- 2.1 Note the outcome of the consultation and the Tenancy Agreement (Appendix 1), Successions Policy (Appendix 2) and Recharge Policy (Appendix 3).
- 2.2 Agree to the adoption of the Tenancy Agreement following the statutory notice being given to tenants.
- 2.3 Agree to the adoption of the Successions policy with immediate effect.
- 2.4 Agree to the adoption of the Recharge Policy from 1st April 2015..

3 BACKGROUND TO THE REPORT

- 3.1 Executive previously agreed to consultation with tenants on a draft Tenancy Conditions, Successions Policy and Recharge Policy.
- 3.2 Consultation took place from 18th August to 15th September 2014. 27 written responses were received from tenants and 22 responses were taken over the telephone or in person. Consultation meetings were held with Together for Tenants and two further meetings were held in Thornton and at the Hinckley Hub for tenants to attend. In total 28 tenants gave feedback in this way. The document in appendix 4 provides a summary of the issues raised through the consultation.

4 TENANCY AGREEMENT

- 4.1 The Tenancy Agreement, amended following consultation responses, is provided in Appendix 1.
- 4.2 The current tenancy conditions have been in place for a number of years and it has become increasingly apparent that they need to be refreshed in order that tenants are clear on their responsibilities and to ensure that officers have a robust set of conditions by which to take enforcement action should tenants not be behaving in a responsible way.
- 4.3 The main changes between the current and proposed tenancy conditions are that each area is more explicit, defined and comprehensive. In summary the changes are:
- Introduction of demoted tenancies.
 - These are an alternative to eviction for tenants who have been behaving in an anti social way and can be granted by the courts.

- A demoted tenant loses their security of tenure for 12 months and have less rights than a secure tenant.
 - If the anti social behaviour continues it is easier to obtain a possession order.
 - If the behaviour is modified and there are no further complaints the tenancy becomes secure again after the 12 months.
- New sections:
 - Hygiene – responsibility to keep the property and garden clean and tidy.
 - Health and Safety – deals with a number of areas including the storage of dangerous materials, smoking in communal areas and fitting smoke alarms.
 - Strengthening/widening of sections:
 - Animals.
 - Gardens – covers building structures, ponds, fencing, hedges.
 - ASB – more defined and includes explicitly areas such as Hate Crime and ASB.
 - Repairs – making responsibility for repairs clearer and detailing preventative work that tenants need to take for example around ensuring pipes don't freeze, condensation prevention.
- 4.4 A notice of variation will be served on tenants and a copy of the final Tenancy Agreement sent to them. The notice of variation will give four weeks notice of the start of the new agreement.

5 **RECHARGE POLICY**

- 5.1 Some tenant responsibilities in the tenancy conditions will be reinforced through a Tenant Recharge policy (appendix 2). It should be emphasised that the Recharge Policy will not require tenants to pay for repairs which are the council's responsibility.
- 5.2 The Tenant Recharge policy will provide the ability to recharge tenants and licencees for works which become necessary as a result of damage caused willfully or through accident or neglect by a tenant/licencee or a member of their family or visitor to their property.
- 5.3 The Tenant Recharge policy will relate to both former tenants/licencees (in the form of void property recharges) and current tenant/licencees (in the form of repair recharges). It will provide a consistent and transparent approach to recharging with the aim of encouraging good tenant/licencee behaviour and to ensure tenants/licencees take responsibility for their own actions.
- 5.4 The policy will cover the following (please note this isn't an exhaustive list):
- Repairs undertaken in an emergency on behalf of the tenant/licencee e.g. lock replacement due to the fault of the tenant such as lost keys.
 - Repairs needed due to damage or neglect caused by the tenant/licencee (including untidy gardens).
 - Repairs for which the tenant/licencee is responsible that the council carries out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after the tenant/licencee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
 - Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licencee.
 - Repairs caused by malicious damage which has not been reported to the

police.

- 5.5 Exceptions to the policy will be considered and written into the policy, including whether a tenant has been a victim of crime and has a crime number to cover the repair issue/damage, whether the tenant's vulnerability makes it unreasonable for them to pay and where a tenant has died and there are insufficient funds in his/her estate to pay the recharge costs.
- 5.6 Affordable payment plans where necessary will be put in place to ensure undue hardship isn't placed on tenants.
- 5.7 The Recharge Policy will be implemented from the 1st April 2015, to allow time for process change and staff training.

6 **SUCCESSIONS POLICY.**

- 6.1 The Successions Policy is provided in appendix 3 and will be adopted from the date of council approval.
- 6.2 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are contained in section 87 of the Housing Act 1985. The Localism Act 2011 section 160 has introduced new legislation which allows local authorities to change who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013. The Successions Policy details how the council will deal with succession requests outside of those defined in statute.
- 6.3 It should be noted that a succession relates to a tenancy and not a property. Therefore (apart from a spouse/civil partner) a person who has the right to succeed to a tenancy may be asked to move to a more suitable property for their needs.

7. **FINANCIAL IMPLICATIONS (SJE)**

- 7.1 There are no direct financial implications associated with the tenancy and succession policies. The 2014/15 budget currently contains a provision for 2% void loss over the financial year.
- 7.2 Regarding the recharge policy, any charges that are introduced will be based on the schedule of rates used for housing repairs (exact details to be confirmed once policy is approved). Any income received as a result of the recharge will be transferred to the Housing Repairs account as part of the HRA to be utilised for future use.
- 7.3 The cost of administering the recharge scheme is thought to be minimal but will require some element of support service recharge from the debtors function.

7. **LEGAL IMPLICATIONS (MR)**

Contained within the body of the report.

8. **CORPORATE PLAN IMPLICATIONS**

1. Creating a vibrant place to work and live
2. Empowering communities
3. Supporting individuals
4. Providing value for money and pro-active services

9 CONSULTATION

Consultation took place with tenants as detailed in 3.2

10. RISK IMPLICATIONS

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner

11. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

Council housing is delivered through the whole Borough. All policies allow for the consideration of individual needs of tenants.

12. CORPORATE IMPLICATIONS

By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers:

Contact Officer: Sharon Stacey
 Executive Member: Councillor

M

Mullaney

THE NEW TENANCY AGREEMENT

Hinckley & Bosworth
Borough Council
Hinckley Hub
Rugby Road
Hinckley
Leicestershire
LE10 0FR



Hinckley & Bosworth
Borough Council

Tenancy Agreement

PARTICULARS

Dated _____ of _____ 20__

BETWEEN

Landlord HINCKLEY & BOSWORTH BOROUGH COUNCIL of Hinckley Hub,
Rugby Road, Hinckley, Leicestershire LE10 0FR; and

Tenant(s) _____ and

Property In respect of:

Description of premises

Date of start of Tenancy Agreement _____ of _____ 20__

Rent

(where applicable)

(where applicable)

(where applicable)

Net Rent:

Heating:

Water:

Miscellaneous Charges:

_____ Total

Weekly Payable Rent:

For office use only

Property Reference																				
Former address of Tenant																				
H&BBC Prop' ? Yes/No	Amended Tenancy ? Yes/No																			
Housing Reg' No	Comments																			

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this agreement.

Assignment - The legal process of passing all your tenancy rights and responsibilities over to another person.

Building - The land and building of which the Property forms part is edged red on the plan attached to this Tenancy Agreement (if any).

Customer Services – The front-line reception service at Hinckley and Bosworth Borough Council, Rugby Road, Hinckley LE10. Open Monday to Thursday from 8:30am to 5pm and on Friday from 8:30am to 4:30pm. Tel: 01455 238 141, Email: customerservices@hinckley-bosworth.gov.uk There is also a 24 hour emergency service, Tel. 01455 251137 out of hours.

Demoted Tenancy - A tenancy as defined in clause 2.7.2.1.

Demoted Tenant – means a person with a Demoted Tenancy

Demotion – where a Secure Tenancy becomes a Demoted Tenancy

Domestic Abuse - Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality.

Emergency Services - The police, the fire service and the ambulance service.

Fixtures and Fittings - All of the Landlord's appliances and furnishings in the Property including installations for supplying or using gas, electricity and water.

Flat - A self-contained housing unit that occupies only part of a Building.

Garden - All lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths, paved areas and exterior areas forming part of the Property.

Hate Crime - Any incident where someone has been targeted because they are believed to be different, this may be motivated by: age, disability, gender identity, race, religion/belief or sexual orientation.

Improvement - Any alteration or addition to the Property.

Introductory Tenancy - A tenancy as defined in clause 2.7.1.

Introductory Tenant – a person with an Introductory Tenancy

Joint Tenants - Where there is more than one person stated as being the Tenant the responsibilities of those persons will be joint and several. This means that all of the tenant's responsibilities in this Agreement can be enforced in their entirety against any one individual separately or against all the individuals comprising the Tenant jointly.

Local Area - The neighbourhood the Property is located in, including privately owned or housing association properties, local shops and/or amenities serving the neighbourhood.

Lodger - Someone who lives or stays in part of the Property by agreement with the Tenant, but who does not have control over or exclusive use of the rooms they use.

Mutual Exchange - To swap tenancies with another Council or housing association tenant.

Neighbours - Any and all persons living in the Local Area and particularly the owners/occupiers of adjoining/ adjacent properties to the Property, including people who own their own homes, and housing association tenants. Neighbour shall be any one person falling within the above.

Neighbourhood Housing Officer - The relevant officer of the Housing Operations department of Hinckley & Bosworth Borough Council whose details are provided to you by the Landlord

Particulars - Page 1 and 2 of this Tenancy Agreement.

Partner - A husband, wife, civil partner, or someone who has cohabited with you in a continuously for more than two years.

Property - The land and buildings stated in the Particulars, including any Garden, but not including any Shared Areas.

Relative - Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives.

Rent - The rent as stated in the Particulars and being the net rent and any other service charges set out or which may be charged from time to time which make up the total inclusive rent due as varied from time to time in accordance with this Tenancy Agreement.

Repairs - Any repair replacement or improvement to the parts of the Property required by Us to maintain the integrity and operation of the Property.

Secure Tenant - A tenant with a Secure Tenancy.

Secure Tenancy – a secure tenancy under the Part IV of the Housing Act 1985.

Shared Areas - The parts of the Building which all tenants of the Building can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let - The Tenant by agreement giving another person exclusive possession of, and the right to live in part or all of the Property.

Succession - Where the Tenant dies and their Partner or Relative takes over the tenancy of the Property.

Tenancy Agreement - This document.

Vacant Possession - Where the Property is clear of any occupants, personal belongings or rubbish.

Vehicle - A van, car, bus, lorry, motorbike, bike, boat, caravan, motor home or other kind of vehicle.

We, Us, Our, Landlord, Council - Hinckley & Bosworth Borough Council and any workers contractors or agents authorised by and acting on behalf of Hinckley & Bosworth Borough Council.

Written Permission - A letter from Us giving you permission to do something.

You, Tenant - The tenant as stated in the Particulars (and where there are Joint Tenants, any one or all of the Joint Tenants).

2. INTRODUCTION

- 2.1 By signing this Tenancy Agreement You are agreeing to become Our Tenant. You are entering into a legal contract with Us.
- 2.2 If You breach any of the conditions in this Agreement We may take legal action against You which may include possession proceedings to evict You from the Property.
- 2.3 You may wish to obtain advice from a solicitor, Citizens Advice Bureau or a community housing/resource centre before signing this Tenancy Agreement.
- 2.4 Joint Tenants are jointly and individually responsible for fulfilling the obligations of the Tenant of this Tenancy Agreement. This includes when one tenant leaves the property and remains on the Tenancy Agreement. It is Your responsibility to remove Yourself from the tenancy.
- 2.5 All of the Tenant's responsibilities and obligations contained in this Tenancy Agreement include an obligation to ensure that any Partner, Relative or any other person living in or visiting the Property comply with the responsibilities and obligations contained in this Tenancy Agreement.
- 2.6 Any Written Permission given under this Tenancy Agreement may contain conditions. If these conditions are not adhered to the permission will be withdrawn.
- 2.7 There are three kinds of tenancies used by Hinckley & Bosworth Borough Council:
Introductory Tenancy;
Secure Tenancy.
Demoted Tenancy



2.7.1 Introductory Tenancy:

- 2.7.1.1 Unless you are transferring from a Secure Tenancy or an assured tenancy of a registered social landlord, You will start your Tenancy Agreement as an Introductory Tenant.
- 2.7.1.2 By law, during your Introductory Tenancy, You do not have the same rights as a Secure Tenant. You cannot:
apply for the right to buy your Property;
vote for a change to another landlord;
Sub-let your Property;
make a structural change to the Property;
apply to Exchange your Property.

- 2.7.1.3 In certain circumstances We may let You take in a Lodger or someone to provide You with support and care. You must obtain our Written Permission first.
- 2.7.1.4 Your Introductory Tenancy will usually last for one year. We can extend it by a further six months if We have concerns that You, the Tenant, are in breach of the conditions of this Tenancy Agreement.
- 2.7.1.5 If We do extend your Introductory Tenancy by a further six months, We will serve a notice of extension on You. You have the right to request a review. The Introductory Tenancy will be extended if You do not request a review or, where You do request a review, Our decision to extend is confirmed.
- 2.7.1.6 During your Introductory Tenancy, You must not break any of the conditions of this Tenancy Agreement.
- 2.7.1.7 If You do not break any of the conditions of this Tenancy Agreement during your Introductory Tenancy, and We therefore do not take action against You, You will automatically become a Secure Tenant at the end of the one year period or any extension period notified to you.

2.7.2 **Demoted Tenancy:**

- 2.7.2.1 Demoted Tenancies are created by the courts where a Secure Tenant has behaved anti-socially. Giving you a Demoted Tenancy is an alternative to the Council asking a court to evict You.
- 2.7.2.2 A Demoted Tenancy replaces your Secure Tenancy; You lose your security of tenure. If You have a Demoted Tenancy we can end it without having to establish grounds for possession.
- 2.7.2.3 As a Demoted Tenant You have similar rights to those of an Introductory Tenant. You cannot:
- apply for the right to buy
 - Sub-let any part of your Property
 - vote for a change to a new landlord
 - take in a Lodger without our Written Permission
 - apply to Exchange your Property
 - make a structural change to the Property
 - transfer to another council property.
- 2.7.2.4 A Demoted Tenancy will last for 12 months but this can be extended by Us where we serve You with a notice to extend the Demoted Tenancy. If such a notice has been issued to You the Demoted Tenancy will be extended for a further six months.
- 2.7.2.5 If there are any further breaches of the conditions of this Tenancy Agreement whilst You are a Demoted Tenant, We may end the tenancy.

2.7.2.6 After the Demoted Tenancy Period has expired and providing there have been no further breaches of the conditions of this Tenancy Agreement, You will become a Secure Tenant again.

2.7.2.7 As a Demoted Tenant, You have fewer rights than both Introductory Tenants and Secure Tenants in relation to assigning this Tenancy Agreement. There are different rights relating to Succession following your death.

2.7.3 **Secure tenancy:**

2.7.3.1 The general conditions detailed in this Tenancy Agreement relate to the rights and responsibilities for secure tenancies unless otherwise stated.

3. **RENT**



3.1 You must pay the Rent to the Us, the Landlord, weekly in advance throughout the whole period of this Tenancy Agreement including any period that You are away from the Property. Upon request We will consider whether monthly payments of Rent are acceptable.

3.2 The first payment of Rent is to be made on the date of this Tenancy Agreement as stated in the Particulars.

3.3 You shall be in breach of this Tenancy Agreement if You fail to pay the Rent in accordance with this clause 3 and We shall be entitled to recover possession of the Property through legal proceedings

3.4 If You use housing benefit as a method of payment to pay part or all of your Rent, You must notify the Benefit Service immediately of any change of Your circumstances which may affect your entitlement to housing benefit.

3.5 If Your housing benefit payment made directly to Us does not cover the full Rent You must pay the amount of the Rent which is not covered by your benefit payment to Us weekly in advance.

3.6 If Your Rent is in arrears at any time during this Tenancy Agreement You may lose any eligibility to rejoin the housing register and move to alternative accommodation or become ineligible to receive an offer of alternative accommodation..

3.7 If Your Rent is in arrears at any time during this Tenancy Agreement We will not give any Written Permission to a Mutual Exchange until You have paid the outstanding Rent.

- 3.8 Before making any changes to the rent charged or charges in respect of any services or facilities provided, the Council will give at least 4 weeks notice of any changes before bringing them into effect.

4. USING THE PROPERTY

- 4.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must only use the Property as a private home and for no other purposes unless Written Permission is given.
- 4.2 You must not operate a business from the Property without Our prior Written Permission.
- 4.3 You may need to obtain additional permissions to operate a business from the Property, including Planning permission, and You may be liable for business rates. It is Your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- 4.4 We reserve the right to withdraw our Written Permission if the relevant permissions are not granted or if the business begins to cause a nuisance to others.
- 4.5 You must inform Us of the energy supplier you have registered with for gas and/or electricity at Our request.
- 4.6 You must obtain Our Written Permission before having a water meter installed.
- 4.7 You must produce identification and provide evidence that You occupy the Property and details of anyone else living with You on a permanent or temporary basis on the request of the Landlord.
- 4.8 You must provide access to the Property for the purpose of carrying out a tenancy check or gas safety check, electrical check or to carry out essential repairs on request of the Landlord.
- 4.9 You must take reasonable steps to prevent noise transferring from the Property to any adjoining properties. This may include laying carpets or fitting other floor insulation.
- 4.10 You shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television and any other services used by the Tenant at the Property.
- 4.11 Where You allow, either by default of payment or specific instruction, the utility or other services to be cut off, You shall pay the costs associated with reconnecting or resuming those services.
- 4.12 You shall pay for a television license for the Property if a license is required.

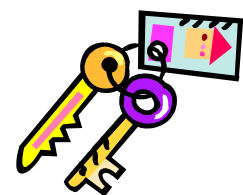
- 4.13 You shall pay the Council tax for the Property.
- 4.14 You must keep appointments with Your Neighbourhood Housing Officer that We have agreed with You. If you break two or more consecutive appointments we may charge you to recover our costs.
- 4.15 You must not use or allow use of illegal substances within the property or shared areas.

5. WRITTEN NOTICES

- 5.1 If we have posted a letter or notice first class to the Tenant(s), at the Property, it will be deemed to have been received on the second day after posting.
- 5.2 If we deliver a letter to the Tenant(s) at the Property or notice by hand it will be deemed to have been received the following day.
- 5.3 All letters or notices addressed to the Tenancy at the Property will be deemed to have been served correctly unless you provide us with a different address in writing.

6. ENDING YOUR TENANCY

- 6.1 If You want to move out of the Property, You must give us four weeks written notice to end this Tenancy Agreement.
- 6.2 Once notice is given to end the Tenancy Agreement it will end at midday on the first Monday after the four weeks notice has been given.
- 6.3 When You move out of the Property You must give us all the keys to the Property, including security fobs to the door entry system and any keys to sheds, outbuildings and windows that you were given, by midday on the Monday the Tenancy Agreement terminates.
- 6.4 If You do not return your keys by the end of this Tenancy Agreement the cost of replacing the locks will be charged to your rent account.
- 6.5 At the end of this Tenancy Agreement You must give Us Vacant Possession.
- 6.6 You must pay all Rent and other charges up to and including the date of the end of this Tenancy Agreement, including any arrears from previous any tenancy which remain unpaid.
- 6.7 When You leave the Property You must:
- 6.7.1 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If You do not, We will



assume You have abandoned these items and will dispose of them without further reference to You regarding their disposal. We will also charge You the cost of removal of any items left at the Property at the end of the Tenancy Agreement.

- 6.7.2 Leave the Property and Garden in a clean and tidy state. If You do not, We may charge You a reasonable cost for cleaning up after You.
 - 6.7.3 Provide Us with Your forwarding address and any future address.
 - 6.7.4 If You remove any fixed items that You had installed, You must put the Property back to the way it was before You installed them. If You damage any part of the structure, Fixtures or Fittings You must put the Property back to the way it was before You damaged them. If You do not We may charge You a reasonable cost to carry out the remedial repairs. If You remove any of the Fixtures or Fittings you may be prosecuted for theft.
- 6.8 You must allow Us access to inspect Your Property during the notice period.
- 6.9 You should tell us in writing if You will be away from the Property for more than four consecutive weeks. If You leave the Property vacant for more than four weeks without giving Us notice as set out above, the Council will investigate the circumstances and may commence possession proceedings at Court to bring the Tenancy Agreement to an end.

7. THE COUNCILS' RESPONSIBILITIES

- 7.1 Subject to You, The Tenant, paying the Rent and all other sums due under this Tenancy Agreement and complying with all of the tenant's obligations in this agreement We will not interrupt or interfere with your quiet enjoyment of the Property.
- 7.2 We, The Landlord, shall insure the Property to its full value against such risks as the Landlord shall determine in its absolute discretion. This will not include contents insurance and you are advised to arrange your own policy to cover household contents.
- 7.4 We shall:
 - 7.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows)
 - 7.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation; and
 - 7.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.

We will keep in repair any step or path that is an essential means of access to Your Property, this being one row of slabs to main house entrance door/s one row to external outbuildings and one row to clothes drying facilities.

- 7.5 We will keep any boundary fence or wall which We have provided in repair where the Property leads directly onto a public area, footpath or highway. We will not maintain divider fencing between residential properties; this is a shared responsibility between residents. Where appropriate, We may remove broken fences or walls We have provided rather than repair them.
- 7.6 We will keep in repair any garage, shed, porch or outbuilding We have provided which is situated within the boundary of the Property, or a garage that is located on a council garage site as long as it is economic to do so. We reserve the right to remove these structures when, in Our view, they are beyond economic repair.
- 7.7 In Flats and maisonettes, We will keep all Shared Areas in repair.
- 7.8 The Landlord shall not be required to;
- 7.8.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 7.8.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

8. REPAIRS AND MAINTENANCE

- 8.1 You must repair, renew and replace any part or parts of the Property/Building that are damaged by You. If damage is caused by the criminal act of another person, You must obtain a crime reference number.
- 8.2 You are responsible for repairing, renewing or replacing the following items:
- 8.2.2 cupboard catches and handles
 - 8.2.4 plugs and chains to sinks, basins and baths
 - 8.2.7 pelmets, curtain and picture rails
 - 8.2.8 gate and shed latches, bolts and catches
 - 8.2.10 broken or cracked glass unless a crime number is given
 - 8.2.11 internal or external light bulbs/fluorescent tubes.
 - 8.2.12 TV aerials (unless warden assisted or communal systems).
 - 8.2.13 Internal door handles and latches
 - 8.2.16 toilet seat and lid (except in Warden assisted complexes).
 - 8.2.17 drawer handles
 - 8.2.18 door numbers and letter plates
- 8.3 You must keep all of the Fixtures and Fittings at the Property clean and tidy and free from damage at all times.

- 8.4 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when You get locked out.
- 8.5 You must not remove or replace any internal or external doors without Written Permission, or remove any door closers fitted to fire doors.
- 8.6 You must take reasonable steps to avoid moisture building up (condensation) within the Property. (Please refer to our advisory information). We will address any structural issues relating to damp and condensation.
- 8.7 You must keep in good repair any addition or Improvement or alteration you make to the Property.
- 8.8 You must take reasonable steps to prevent pipes freezing.
- 8.9 You are responsible for properly and adequately installing, maintaining and repairing any electrical appliances at the Property.
- 8.10 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains.
- 8.11 If a pipe or conduit bursts at the Property/Building You must inform Us immediately and take reasonable steps to prevent damage to the Property/Building and Your personal belongings.
- 8.12 If there is an open fire at the Property You must clean the chimney flue at least once a year, unless the flue has a solid fuel central heating appliance.
- 8.13 You must keep all paths at the Property leading to and from the public highway clean clear and free of all obstructions and any other dangerous material or substance.
- 8.14 An application to make any changes, alterations and/or Improvements to the Property whether internal or external must be made in writing, enclosing a Plan of any proposals and a detailed explanation of the nature of the proposals. If We give Written Permission, We may set certain conditions that must be met. All works will be inspected by an officer of this Council to ensure works have been carried as required.
- 8.15 If We give our Written Permission for structural changes You must also obtain any necessary planning permission and carry out the structural changes in accordance with building regulations.
- 8.16 You may fit only one small satellite dish or receiving antennae at the Property. Any additional equipment will require our Written Permission and the relevant planning permission if appropriate. You must arrange the removal of these to enable Us to carry out Repairs or when they are no longer required or when You move out.

- 8.17 Any work You have done at your Property must be carried out by a competent and suitably qualified person. Gas appliances must be installed by a registered gas fitter (gas safe registered). Electrical works must be carried out by an authorised electrician and all works must comply with building regulations.
- 8.18 You are responsible for repairing and maintaining all Improvements alterations and fixtures and fittings that You install at the Property.
- 8.19 You must not remove, cover up or disconnect any mains-operated smoke detector that We have installed.
- 8.20 You must maintain any battery operated smoke detectors.
- 8.21 If You fail to put or keep in repair any part or parts of the Property or Fixtures and Fittings for which You are responsible, we will give you 28 days notice that We are going to complete the work and You must pay our costs of carrying out the necessary works.
- 8.22 You must not make any hole or insert any gate or otherwise modify or tamper with any boundary fence/wall at the Property.
- 8.23 We may charge You for any breach of any of the covenants in this agreement in accordance with the Hinckley & Bosworth Borough Council Recharge policy and procedures.
- 8.24 You should take measures to keep the Shared Areas free from obstruction. We will remove items made from materials that do not meet fire safety standards.

9. CARRYING OUT REPAIRS

- 9.1 You must inform Us by telephone, email or in person as soon as You become aware of a Repair for which We are responsible.
- 9.2 Always ask to see the identity card of anyone who calls at Your Property to carry our Repairs and claims to work for Us. If you are not sure that they work for Us, do not let them into Your Property and telephone Customer Services for confirmation.
- 9.3 We will require access every 12 months to service gas appliances and to carry out periodic inspection/testing of the electrical installations based on a 5 year cycle. If You do not allow Us access, We may take appropriate action to gain entry to do the work.
- 9.4 Where Written Permission is requested to complete any Repair or Improvement works, it will not be unreasonably withheld. If You do make changes without our Written Permission, we may ask You to restore the Property to how it was or alternatively complete the work and re-charge you accordingly.

- 9.5 In an emergency, such as a flood, We may take immediate action to gain entry to the Property to limit damage to Your Property or adjoining properties without Your consent where obtaining Your consent is not practical.
- 9.6 If You delay allowing Us access to the Property, We may recharge you for any associated costs including costs of gaining access and increased costs of Repair caused by any delay.
- 9.7 You must keep appointments that We have agreed with You to complete Repairs. If You break two or more consecutive appointments We may charge You to recover Our costs. The original Repair may also be cancelled.
- 9.8 If We visit your Property and You are out, We will leave a card asking You to telephone the Housing Repairs help desk to make a new appointment.
- 9.9 If the Repair appointment is not kept by Housing Repairs You should telephone Customer Services.
- 9.10 We will try to warn You if we think any proposed Repairs will inconvenience You. Certain Repairs may unavoidably deprive you of certain facilities in your Property while the work is being done. For example, you may not be able to use your kitchen or bathroom.
- 9.11 We may require You to move furniture or other personal possessions to enable Us to carry out Repairs. Where possible, we will give you notice of the need to move your furniture or belongings. If You do not make the required arrangements or fail to inform Us that you are unable to move the relevant objects, we will move the furniture/objects for you but we may charge you a reasonable cost for having to do this on your behalf. Discretion will be applied in the case of elderly or vulnerable residents and we will always try to help, where it is necessary. If we do move furniture for you we may ask you to sign a disclaimer form.
- If you have fitted laminate flooring lino, ceramic tile or carpets over an existing floor that needs to be remove to facilitate a Repair underneath, it is the responsibility of the tenant to remove and refit these coverings to allow the repair to be carried out.
- 9.12 You must take steps to store or protect your possessions while Repair work is being done.
- 9.13 If something is damaged as a result of Our Repairs and you wish to make a claim, You must notify us in writing within a period of 28 days from the time it was damaged or from the time You first became aware it was damaged. We may not be responsible if any of Your Property is damaged because you failed to take reasonable steps to store or protect it.

- 9.14 We will remove all associated rubbish, building materials and equipment from your Property after Repair work has been completed.
- 9.15 We will redecorate the affected area or provide an allowance for redecoration following major Repairs work that We are under a legal obligation to undertake. We will consider each case on its merits taking into account your age or vulnerability to carry out this work.
- 9.16 You have the right to have certain Repairs (known as qualifying Repairs) done within set time limits. If We do not carry out a qualifying repair within the set time limit, You can ask an appropriate company to carry out the repairs and reclaim the cost of the repair from us. Please contact the Housing Repairs Team or your Housing Officer for a list of qualifying repairs and further information.

10. PROVISION OF TEMPORARY ACCOMMODATION

- 10.1 Sometimes the nature of the Repairs that need to take place means that We need to have vacant access to Your Property. If Your Repairs fall into this category, We will inform You and You must vacate the Property for the period we advise is necessary.
- 10.2 If You choose to remain in your Property during such Repairs, You accept that You do so without responsibility from Us to provide You with temporary substitute facilities.
- 10.3 If You have to vacate your Property in order for a Repair(s) to be completed, We will, if necessary, assist in providing You with alternative, temporary accommodation. Please contact the Repairs section for advice.
- 10.4 We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- 10.5 We will not be able to carry out certain types of Repairs at your Property until you have vacated. Our responsibilities for such Repairs may be suspended if You refuse to vacate or if You delay the process.
- 10.6 If You do not accept an offer of temporary accommodation, You must at the same time tell us in writing whether or not You want us to continue looking for an alternative. If You do not make this clear, We will assume that You want us to continue looking and therefore some of your Repairs will continue to be postponed.
- 10.7 If We do not say We need vacant access to your Property, You must decide whether you want to stay there during any works or find yourself temporary alternative accommodation



11. MUTUAL EXCHANGE

- 11.1 You have the right to Mutually Exchange the Property with another Hinckley & Bosworth Borough Council tenant, a housing association tenant or a Council tenant from another Council.
- 11.2 You can only Mutually Exchange your Property with another tenant if:
- you both have a Secure Tenancy or an assured tenancy
 - you both live in England or Wales
 - you have our Written Permission
 - the other tenant has the written permission of their landlord
- 11.3 We may refuse Written Permission for an Exchange if You do not meet certain conditions.
- 11.4 If You Exchange your Property without Written Permission, We will require you to move back to the Property. If you fail to do this, we may go to court and ask for you to be evicted.
- 11.5 If You have made any unauthorised Improvements or modifications damaged any fixture and fittings to the Property You must put the property back into its previous state at Your own expense before We will give Written Permission to Exchange.
- 11.6 If any damage is caused or items removed at the time of moving (after Written Permission has been granted) We may recharge You for any associated costs of the Repairs.

12. RIGHT TO BUY

- 12.1 In certain circumstances, You have the right to buy Your Property. Please speak to your Neighbourhood Housing Officer for more details.

13. SUCCESSION

- 13.1 You may only make an Assignment of Your Tenancy Agreement or otherwise deal with your Tenancy Agreement in accordance with the Hinckley & Bosworth Borough Council Succession policy.

14. HYGIENE

- 14.1 You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must:
- 14.1.1 Take reasonable steps to keep the Property, Garden and Shared Areas free from rats, mice and other vermin.

- 14.1.2 Keep the Property, Garden and Shared Areas free from noxious smells (including animal fouling).
- 14.1.3 Keep the Property, Garden and Shared Areas clean, tidy and free from recycling and household waste.

14.2 You must inform the Environmental Health department immediately if Your Property becomes infested with rats.

14.4 You must dispose of household waste by placing the waste in communal refuse bins or by placing the waste in Your wheelie bin and leaving it outside your Property on the correct day for the refuse collectors.

15. HEALTH AND SAFETY

15.1 For health and safety reasons You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must not:

- 15.1.1 Use portable oil, paraffin or gas cylinder heaters in the Property.
- 15.1.2 Store flammable materials or gas inside the Property.
- 15.1.3 Interfere with any equipment which is at the Property for health and safety purposes, for example, for detecting or putting out fires in the Property, door entry systems and closed circuit television.
- 15.1.4 Damage or overload any lift in the Building serving the Property.
- 15.1.5 Do anything in the Property which could cause a danger to anyone in the Property or in the Local Area.
- 15.1.6 Throw anything through the windows of the Property.
- 15.1.7 Smoke in the internal Shared Areas of any building or allow other members of your household or visitors to your Property to do so.
- 15.1.8 Smoke in the Property when We visit you.
- 15.1.9 Block, obstruct, create or leave any hazard on any Shared Area.
- 15.1.10 Leave used syringes on the Property or Shared Areas.
- 15.1.11 Place any item on an external windowsill at the Property.
- 15.1.12 Park Vehicles in areas set aside for Emergency Services vehicles.
- 15.1.13 Delay telling the Repairs Service about any damage to the Property.

15.2 You must fit a smoke alarm in the Property and check it is operable regularly and replace the batteries when necessary. If the Property benefits from a mains powered smoke alarm, You must not interfere or tamper with the alarm. You may wish to contact the fire service for advice and assistance.

- 15.3 Mobility scooters should be stored in a suitable external storage area or within your Property. They should not be stored in any internal Shared Areas. Please contact your housing officer or scheme warden if you need advice.
- 15.4 You must inform Us immediately if the gas or electricity meters at the Property have been removed or tampered with by anyone.
- 15.5 You must obtain our Written Permission before fitting a camera or any other type of surveillance equipment at the Property.

16. ANIMALS

- 16.1 You, Your friends and Relatives and any other person living in or visiting the property (including children) must not:
- 16.1.1 Keep a dog in the Property where there is no Garden.
 - 16.1.2 Keep any animal at the Property which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997, or any subsequent legislation to be produced.
 - 16.1.3 Keep livestock or birds at the Property without Our prior Written Permission.
 - 16.1.4 Allow any animal kept at the Property to cause or become a nuisance to your Neighbours.
 - 16.1.5 Breed any animals at the Property without Our prior Written Permission.
 - 16.1.6 Dogs must be kept on leads at all times when in Shared Areas.
 - 16.1.7 Keep more than one domestic cat and/or one dog at the Property without Written Permission.
 - 16.1.8 Allow your animal to foul communal areas – always clean up after your animals
 - 16.1.9 Allow animals to cause damage to the Property, any such damage is the responsibility of the Tenant to rectify.
- 16.2 You must remove all animal fouling in your Garden to prevent it becoming a nuisance to your neighbors

17. GARDENS

- 17.1 You must keep all Garden areas for which you are responsible neat and tidy.
- 17.2 You must not erect any building or structure in your Garden without obtaining our Written Permission.
- 17.3 You must not excavate for or construct a pond without the Written Permission of the Council to do so. On leaving the Property, these must be filled in/removed prior to leaving

- 17.4 If Our Written Permission is granted in accordance with 19.2 above, You must obtain the necessary planning permission and comply with building regulations in relation to the structure.
- 17.5 You must remove any garage, shed, greenhouse or outhouse and safely dispose of it within seven days of Our written request giving grounds for such removal.
- 17.6 You must not remove, alter, replace or plant any hedge or fence at the Property without obtaining Our prior Written Permission.
- 17.7 You must remove any fencing hedge or boundary structure You have erected if, in Our opinion, it is dangerous or it causes a nuisance within seven days of Our written request for such removal.
- 17.8 You must not plant any fast-growing or invasive shrubs or trees in Your Garden including but not limited to leylandii, Japanese Knotweed or any listed in Schedule 9 Wildlife and Countryside Act 1981.
- 17.9 Hedges must be kept below 2 metres high.
- 17.10 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the Garden.
- 17.11 You must not pour hazardous substances down ordinary drains.
- 17.12 You must not cause a nuisance through the lighting of bonfires.
- 17.13 You must maintain all trees within the boundary of the Property, ensuring that the trees are maintained safely, with due regard for the health of the tree. You must obtain Written Permission from Us to remove a tree.



18. VEHICLES

- 18.1 You, Your friends and Relatives and any other person living in or visiting the Property (including children) must not:
- 18.1.1 Park any car or motorbike anywhere on the Property except in a garage or on an area of hard standing with a dropped kerb to access the Property from the public highway.
 - 18.1.2 Park any Vehicle at the Property other than a car, motorcycle or small van, without Our prior Written Permission
 - 18.1.3 Build a parking space, garage or drive without Our Written Permission.
 - 18.1.4 Repair any Vehicle at the Property other than a car, small van or motorbike.
 - 18.1.5 Cause any oil or other harmful substances to damage the Property.
 - 18.1.6 Park any Vehicle which is untaxed (unless there is a SORN in respect of the Vehicle), unroadworthy or is in disrepair on the Property.
 - 18.1.7 Run a Vehicle related business at the Property.
 - 18.1.8 Park any Vehicle on the Garden or any grassed area.
 - 18.1.9 Park any Vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of Flats, or on footpaths where pedestrians need access.
 - 18.1.10 Park any Vehicle on a designated area set aside for Emergency Services vehicles, or park in any area which would block access for Emergency Services vehicles or refuse collection vehicles.
 - 18.1.11 Sell, Rent or license a parking space which We provide for You, without Our Written Permission.
 - 18.1.12 Double park Vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the Emergency Services' vehicles.
 - 18.1.13 Advertise Vehicles for sale on a Property without the Council's Written Permission.
 - 18.1.14 Store Vehicles which are not in use for a period of more than 6 months without Written Permission.
- 18.2. If We give our Written Permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw Our Written Permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- 18.3. You are permitted to store a battery operated mobility scooter in Your Property, providing You have individual access to your Property. Otherwise Written Permission should be sought.

19. ANTISOCIAL BEHAVIOUR

19.1 Your Friends and Relatives and any other Person Living in or visiting the Property (including children) must not:

19.1.1 Do anything or allow anything to be done on the Property which causes or is likely to cause a nuisance or annoyance to Your Neighbours.



19.1.2 Be involved in any form of Hate Crime

19.1.3 Harass or use threatening or abusive behaviour towards any Neighbour or other person visiting or otherwise engaging in lawful activity in the Local Area.

19.1.4 Harass or use threatening or abusive behaviour towards Our employees, Councilors, anyone contracted to do work for the council, elected tenant representatives or tenant inspectors.

19.1.5 Use or permit anyone else to use the Property for any criminal, immoral or illegal purposes, including supply storage or manufacture of controlled drugs or other illegal substances, weapons or storing or handling stolen goods using the Property for prostitution or any other serious arrestable offence.

19.1.6 Carry out any act of Domestic Abuse at the Property on any person living at or visiting the Property. Appropriate action will be taken against any perpetrator.

19.1.7 Cause any environmental nuisance in your Local Area such as littering, dog fouling, graffiti, fly posting or fly tipping.

19.2 This Tenancy Agreement will be brought to an end upon any breach by You of clause 19.1.

Signed by the Tenant _____

Signed by the Landlord _____

HOUSING RECHARGE POLICY.

Introduction

This document sets out the recharge policy for tenants and licensees of Hinckley & Bosworth Borough Council. Recharging relates to both former tenants/licensees (in the form of void property recharges) and current tenants/licensees (in the form of repair recharges). It covers work carried out to council properties, including council garages and properties under their control as part of the Private Sector Leasing Scheme.

The purpose of this policy is to provide a consistent and transparent approach to recharging. It aims to encourage good tenant/licensee relations and discourage negative tenant/licensee behaviour and avoid damage to property, in alignment with what is expected in the private rented sector.

This document will ensure all housing stock is maintained and kept in a good condition, whilst reducing unnecessary costs to the Housing Revenue Account.

Objective

The objectives of this policy is to ensure we continue to work towards achieving our corporate aim to provide a thriving place to work and live. It sets out the principles of the council's approach to charging tenants/licensees for maintenance repairs that are not normally the responsibility of the landlord. It also creates a provision allowing the council to charge for pre-arranged appointments that have been missed.

Definitions

Where Hinckley & Bosworth BC undertake to carry out a repair that has become necessary as a result of damage caused wilfully or through accident or neglect by a tenant/licensee or a member of their family or an invited visitor to their home, the cost of the repair would be regarded as a 'Rechargeable Cost'.

Reasonable wear and tear within properties is expected. This will not be regarded as a Rechargeable Cost.

Landlord Responsibilities

As a landlord, Hinckley & Bosworth BC have certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord & Tenant Act 1985 and the Human Rights Act 1998, and are detailed in your tenancy agreement and supplementary pages of licence agreements.

Tenant Responsibilities

Tenants or licensees of Hinckley & Bosworth BC, also have responsibilities to maintain and carry out certain repairs to our properties. These responsibilities are set out in the tenancy conditions and supplementary pages of licence agreements. The conditions fit into three main areas of responsibility:

- Repairing and maintaining your home
- Alterations and home improvements
- Keeping your garden tidy

Rechargeable Costs

A rechargeable cost can arise in many situations. The following are examples and do not form an exhaustive list of where a rechargeable cost can arise:

- Repairs undertaken in an emergency on behalf of the tenant/licensee e.g. lock replacement due to fault of tenant such as lost or misplaced keys.
- Repairs needed due to damage or neglect caused during the tenancy/licence.
- Repairs for which the tenant/licensee is responsible, that the Council agrees to carry out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after a tenant/licensee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
- Rectifying any alterations a tenant/licensee has made without the Council's permission, or which were not completed to an acceptable standard.
- Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licensee or where non-standard alterations have been carried out.
- Recharging for items that are missing once a tenancy/licence has ended.
- Costs of cleaning and clearing the property, garden, sheds or outbuildings if left in an unsatisfactory condition at the end of your tenancy.
- Cost of clearing a garden where the tenant has refused to maintain their garden in accordance with the tenancy agreement.
- Repairs caused by malicious damage which has not been reported to the Police, or has not been classed as a crime by the Police, e.g. wilful damage caused by tenants/licensees, their visitors or pets to any part of the home through an act of violence or mistreatment.
- Repairs caused accidentally by tenants/licensees, their visitors or pets, e.g. Something has dropped into the bath causing it to crack or doors have been pulled off their hinges.
- Repairs caused by criminal damage by the tenant/licensee or their visitors which has been classed as a crime by the police.
- Repairs and/or improvements requested by a tenant (excludes licensees) that are not normally the responsibility of the landlord.

Standards expected upon finishing a tenancy/licence

Before the tenant/licensee hands in the keys to their property the following standards are expected. Should this be adhered to, rechargeable costs are unlikely to be incurred.

The property should be completely cleared of all personal belongings and rubbish including:

- All furniture, carpets, white goods, curtains and blinds.
- All built-in cupboards, sheds, garages, roof spaces etc. must be cleared.
- All rubbish should be removed from the property including the garden and disposed of correctly.
- Any ponds created are removed and filled in.
- Any sheds or greenhouses that are in a poor condition must be removed.
- Any structural or other alterations that have been made without prior consent or done to an unacceptable standards must be removed.

Where acceptable alterations/installations have been made to the property by the tenant (such as the installation of a shower, shed or garage) these may remain in the property. Proof of permission for this work may be requested however. Where alterations/installations carried out are deemed acceptable there will be no recharge incurred to the tenant/licensee.

If permission was not granted and/or the alteration or installation is in a poor condition or in need of repair or replacement the tenant/licensee will be recharged for any works to rectify the problem if not rectified by the tenant/licensee before the end of the tenancy/licence.

In some situations the tenant may wish to leave carpets, curtains etc. If the council is satisfied with the cleanliness and standard of the items, discretion can be used as to whether or not the items can be left in the property.

Where the tenancy is terminated because of the death of the tenant any re-charges will be applied to the estate of the deceased.

Exceptional Circumstances

Hinckley & Bosworth BC will assess each case individually depending upon circumstances. When assessing each case, account should be taken of:

- Whether a tenant has been a victim of racial and/or sexual harassment, domestic violence or anti-social behaviour and has a crime reference number
- Whether the tenant has reported an incident to the police and has been given a crime reference number (i.e. break in)
- Whether a tenant's vulnerability because of factors such as age, disability etc make it unreasonable for them to pay
- Where a tenant has died and there are insufficient funds in his or her estate to pay the recharge costs.

Waiving of recharge costs will be at the discretion of the Chief Officer or other delegated officer.

COUNCIL TENANCY SUCCESSION POLICY

1 INTRODUCTION

- 1.1 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are laid down in section 87 of the Housing Act 1985.
- 1.2 The Localism Act 2011 section 160 has introduced new legislation which redefines who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013.

2 THE RIGHT TO SUCCEED – ALL SECURE TENANCIES

- 2.1 There can only be one succession to a secure tenancy, so if the deceased tenant was themselves a successor to the tenancy, there are no further succession rights in law. The Council does have a discretionary succession policy set out in 4 below.
- 5.2 Certain conditions must be met to allow a succession to take place. These are:
- The deceased tenant must have been using the property as their won home before their death.
 - The person wishing to succeed to the tenancy must be a spouse/civilpartner or one of the family
- 5.3 A successor fulfilling the requirements to succeed automatically becomes the tenant and therefore succeeds to all the responsibilities, liabilities and duties of the tenancy including the obligation to pay rent.
- 5.4 Where more than one family member has succession rights, it is expected that the family will decide who should succeed to the tenancy. Where they are unable to agree, the council will make the decision.
- 5.5 The successor succeeds to the tenancy, not the property. A successor who is the joint tenant, spouse or civil partner of the deceased will not be requested to move to a different property. There may however be instances where any other successors may not be offered a tenancy at the same property.
- 5.6 Moving to a different property.
- 5.6.1 Where it is decided to request that successor moves to a different property, the Council must start legal proceedings no earlier than 6 months and no later than 12 months after the death of the tenant, or, with the court's permission, after the date the Council became aware of the death of the tenant.
- 5.6.2 Deciding whether a successor should be asked to move will be made by the Council on a case by case basis. A decision to ask a successor to move will usually be (but is not restricted to) because:
- a property will be underoccupied by the successor by more than one bedroom;
 - the property is designated for older people;
 - the property is adapted for a person with a disability.

- 2.5.3 The following factors will also be considered in making the decision:
- Whether a suitable alternative property is available;
 - Whether the successor meets the requirement for an older persons or adapted property;
 - Whether the successor has a health or disability concern which would make a move to an alternative property undesirable.
- 2.5.4 Where a succession is granted, but the successor is required to move to more suitable accommodation, the successor will be given management priority on the Council's housing register to assist them to move quickly.

6 THE RIGHT TO SUCCEED – WHO QUALIFIES.

- 3.1 Tenancies signed up on or before 31st March 2013.
- 6.2.1 These rights apply to people who were signed up for an introductory tenancy before 31st March 2013, or whose introductory tenancy was converted to a secure tenancy before 31st March 2013.
- 6.2.2 Where a tenant dies the legal title to the tenancy can pass to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner, if they were living in the property at the time of the tenants death;
 3. The tenants common law partner, parent, child, grandparent, grandchild, brother, sister aunt, uncle, nephew or niece, including step, adoptive or half-blood relations who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 3.1.3 A tenant whose tenancy agreement began before 31st March 2013, who later transfers to another property under a secure tenancy, will keep their original succession rights as set out above.

3.2 Tenancies signed up on or after 1st April 2013.

- 3.3 Where a tenant dies the legal title to the tenancy passes to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner. In this case a cohabitee is considered to have the same status as a spouse or civil partner.

4 DISCRETIONARY SUCCESSIONS

- 4.1 The Council may at its own discretion, consider a request to grant a discretionary succession to a tenancy. Discretionary succession rights are detailed in the tenancy agreement and apply to:
- child, brother, sister, including step or adoptive who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 4.2 The Council will consider each case on its own merit, but key factors in deciding whether to grant a discretionary succession will be:

- Whether the person would qualify for the property under the normal housing application procedures;
- Whether the person would be considered as in priority need under the homelessness legislation.

5 WHERE NO SUCCESSION IS PERMITTED

- 5.1 Where a tenant has died, and there are other people still resident in the property who are not entitled to succeed to the tenancy, the Council will proceed as follows:
1. The Council will investigate whether it is appropriate to consider one of the occupants for discretionary succession;
 2. If this is not possible, the Council will investigate whether the occupant is in priority need under the homelessness legislation.. If that is the case, the Council will assist the occupant to apply to join the Council's Housing Register, and a reasonable time (not less than 3 months) be given to bid for suitable properties. If no bids have been made during this time the Council will make a forced offer on the occupant's behalf. If this is refused, the Council may serve notice to commence eviction proceedings.
 3. For people who do not fall into any of the above categories, the Council will give all appropriate advice and assistance to the occupant to find suitable alternative accommodation. This will include, but is not restricted to, liaison with the Private Sector Leasing scheme to identify opportunities to rehouse the occupant through this route. After 28 days, the Council will serve notice to commence eviction proceedings to return the property into the housing stock.
- 5.2 If options 2 and 3 are being considered, whilst the occupant is still resident in the property, the Council will grant a Use and Occupation licence to allow the Council to collect income from the property. This licence does not constitute a tenancy and this will be made clear to the occupant.

TENANCY AGREEMENT CONSULTATION FEEDBACK

The new tenancy agreement consultation took place from 18th August to 15th September 2014. 27 written responses were received from tenants and 22 responses were taken over the phone or in person. Consultation meetings were held with Together for Tenants (T4T) and two further meetings were held in Thornton and at the Hinckley Hub. In total 28 tenants gave feedback in this way. Five members of staff gave written comments. This document provides a summary of the issues raised under each section with possible actions identified.

Section comments	ACTION
<p>SECTION 2 - INTRODUCTION Two tenants expressed concern about being told to consult at solicitor. T4T suggested change of language to <i>may wish to</i> and asked that 2.6 and 2.7.1.5 be put into plain english.</p> <p>General - Several tenants were concerned that their tenancy would restart with the new agreement when they had been tenants for years, clarification was provided and should be included with the final document. T4T asked for it to be clearer that most tenants are secure tenants and will remain so.</p> <p>2.4 Officers suggest adding, <i>including when one tenant leaves the property</i></p> <p>2.7 Officer queried whether Fixed term flexible tenancies and licenses for the hostel should be mentioned.</p>	<p>Agreed</p> <p>Include with letter</p> <p>Agreed</p> <p>Not required</p>
<p>SECTION 3 - RENT What is set-off? T4T request plain English. 3.7 – use <i>may not will</i> (apply discretion re under-occupancy charge?). Several tenants and staff noted that rent is often paid monthly not weekly. 3.1 SC query - rent is normally paid in arrears? 3.3 Suggestion to add.. <i>upon the council commencing legal proceedings</i>.</p>	<p>Implemented suggestions</p>
<p>SECTION 4 – USING THE PROPERTY Some tenants requested clarification of what was deemed a business, eg. Avon lady, self-employed tradesman? Residents at Thornton thought a guidance leaflet would be appropriate.</p>	<p>Give explanation on request</p>

<p>T4T suggest a section on using illegal drugs, (some people see cannabis use as like having a drink and set a bad example to neighbours and their kids).</p>	<p>This has now been added following consultation with legal.</p>
<p>SECTION 5 – WRITTEN NOTICES 5.3 T4T thought notices should be addressed to the person, not the property Two residents with Nuneaton addresses said it can take five days to get post, therefore queried delivery times for first class post.</p>	<p><i>To the tenant</i> added but other points are a legal norm. Advice taken from legal.</p>
<p>SECTION 6 – ENDING YOUR TENANCY T4T said 6.7 is too wordy and can be summarised. There were four requests to clarify what is meant by fixtures and fittings (seems to be used inconsistently)</p> <p>6.3 - KV said add that keys to sheds, outbuildings and entry fobs should be returned. (Non-returned items could be charged but needs a system. Eg. Peggs Close, sheltered schemes).</p> <p>6.10 T4T, Thornton residents and two other individuals were concerned that action could be taken to end tenancies while people were away or in hospital. Clive explained that investigations would be made before taking action. There was a query if this relevant if the rent is paid? Tenants in Thornton thought the requirement to notify Council was good, one tenant thought it was an intrusion of privacy.</p>	<p>Edited as suggested.</p> <p>Added as suggested.</p> <p>Point expanded to clarify that we will investigate. Combined with 6.9</p>
<p>SECTION 7 – THE COUNCIL’S RESPONSIBILITIES Tenants at meetings said that the council did not always fulfill these responsibilities. Tenants at all three meetings and six individuals pointed out contradictions and inconsistencies regarding commitments in 7.4 re external windows, drains etc and tenants responsibilities under 8.3.</p> <p>7.2 FS requested that we specify this does not include contents insurance. 7.3 T4T suggest deletion as it will make tenants think we don’t have insurance. However, they requested general information on what is insured by the Council under buildings insurance so that tenants can make an informed decision about their contents insurance.</p>	<p>Duplicated sections have been deleted and editing done to ensure consistency.</p> <p>Suggestions adopted with point added about content insurance. Advice on what is covered/not covered to be given separately.</p>

SECTION 8 - REPAIRS

The new agreement is perceived by many tenants to extend repairing responsibilities for tenants. Tenants at all three meetings raised this as did 14 additional respondents in writing or over the phone. Many think it is unfair.

Tenants at meetings, as well as several tenants writing and phoning in, were concerned that they would become liable for disrepair that was present when they moved into the property or was general wear and tear. T4T, Thornton meeting and six individuals raised this.

8.3 All meetings and 10 additional individuals thought that external windows and doors, door and window locks were the responsibility of the Council unless damage had been caused by the tenant. One mentioned that it should be covered by the buildings insurance. Other repairs responsibilities mentioned as being the Council's responsibility were: structural issues relating to condensation (raised at 2 meetings and by 6 individuals); lagging and insulation (6 individuals, staff request to clarify if this means wall and loft insulation); communal drains and sewerage (2 meetings, 3 individuals); bath and shower tiles and sealant (2 meetings, 3 individuals), electrical installations (2 individuals, staff request for clarification). Tenants also mentioned responsibility to maintain poor quality plasterwork (2 individuals, 1 meeting), cupboard catches and handles (kitchen)(2 individuals) and external sheds(2 individuals).

8.3 Delete as duplicated.

8.4 + 8.7 Tenants pointed out a contradiction with 8.4 Staff suggest that this specifies housing repairs.

8.7 Staff suggest adding *without our permission*

8.5 Clarification requested about fixtures and fittings – inventories are not normally given. There are contradictions in the way this is used although it is in the glossary.

8.3.9 Does insulation include roof and wall insulation?

8.9 Staff suggest referral to advice on this.

8.11 and 23 need clarification 8.26 What plan?

Now 8.2
Changes have been made to clarify that underlined issues are Council responsibility. There are points about preventing blockages, damp etc relating to tenants responsibility. T4T meeting agreed this is now clearer.

Definition in first section remains. deleted if confusing. Point taken out.

Edited. Reference to plan deleted.

<p>8.5 Several tenants were concerned about becoming responsible for window keys they had not been given. FS also mentioned this.</p> <p>8.8 Five tenants wrote in about damp issues saying that they did their best to reduce condensation but there are issues in venting properties. T4T and the hub meeting asked for HBBC to share responsibility when there is a lack of ventilation due to design and to give guidance on what is expected. One staff suggested tenants are given advice on this and another said to include an instruction not to cover air vents (which she says happens a lot).</p> <p>8.11 Staff and tenants queried this in relation to maintenance of non-battery fire alarms and extractor fans (see 10.12).</p> <p>8.12 Several tenants said it was the Council's responsibility to unblock drains, particularly communal drains.</p> <p>8.15 Two tenants and all meetings questioned the requirement to remove ice and were worried about being sued if someone fell. Clive clarified that this was unlikely to happen. T4T suggest that ice is removed.</p> <p>8.18 T4T suggest "you may only fit one small satellite or aerial" instead of requiring everyone to seek permission for something that is standard.</p> <p>8.25 Duplicates section 7.</p> <p>8.26 Several tenants requested clarification about responsibility for garden fences and did not have a plan (no-one seems to have them except for burbage). FS also say this needs clarification. (Internally, housing officers say it's up to the tenants to agree, repairs say tenants should maintain the right hand side).</p>	<p>Point taken out of 8.3. 8.6 is still in and is about them keeping keys they are given safe. <i>We will address structural issues</i> added. Also refer to advice added.</p> <p><i>Installations</i> taken out</p> <p>Ref to remove blockages deleted. Now refers to prevention only. Ref to ice deleted.</p> <p>Suggestion added.</p> <p>Clarified at point 7.5</p>
<p>9.1 Several tenants and staff members pointed out that repairs are phoned in or emailed. Writing would be a lengthy process.</p>	<p>This has been changed.</p>
<p>10.0 Several tenants and staff members pointed out the duplication between sections 8 and 10 and suggested editing to one section.</p>	<p>Editing done.</p>

<p>10.5 Staff commented that distinction between boundary and garden fences needs to be clearer</p> <p>10.6 One tenants in William Illiffe street says they have reported repairs to outbuildings but never had any done. What does when it is economic mean? Does this mean we don't maintain them?</p> <p>10.9 +10 See points made for 8.8. Merge points/sections. See query re repairs responsibility for structural issues.</p> <p>10.13 Should be legal action? (what is immediate action – breaking in ?)</p> <p>11.1 T4T asked that identity cards be enforced for contractors as you feel you are offending them if asked and they are inconvenienced because they are always in the van. Staff suggestion to provide a contact number if unsure (eg. call centre).</p> <p>11.5 Several tenants thought that the Council should also be required to keep appointments and should have a compensation policy for not turning up.</p> <p>11.9 Several residents were concerned that they were not able to move items and may be recharged if workmen do it for them. They and T4T asked that discretion be applied and help be given to more vulnerable residents. T4T suggest rewording this section. Tenants were also concerned that they could not refit carpets etc.</p> <p>11.12 Housing Officers are not aware of a claim form, this needs to be implemented/advertised.</p> <p>11.15 Two tenants raised the issue of compensation for damage to décor and said they had been told it was their responsibility. T4T asked that costs of quality wallpaper be taken into account. Two tenants asked for the complaints and compensation policy to be made clearer.</p> <p>11.16 One tenant at the Hub meeting said that tenants should be able to get essential repairs done themselves and recharge repairs.</p>	<p>See point 7.5 Now 7.6 Discussed with legal, option to remove needs to stay. Changed. Mentioned to Julie and Ian. Ref to Customer Services added. No action.</p> <p>Clarified help will be given if notified.</p> <p>Ref to form taken out. Discussed with legal. No action.</p> <p>Discussed with legal. Information on right to repair available.</p>
<p>13. PROPERTY EXCHANGE</p> <p>13.2 Following query from Valerie Bunting, should be changed to if: you and the other tenant have a secure or assured tenancy.</p>	<p>Now section 11. Changed</p>
<p>16.3 Contradicts earlier point about residents being responsible, therefore confusing.</p> <p>HEALTH AND SAFETY</p>	<p>Deleted.</p>

<p>17.1.2 T4T and two individuals said that they used barbecue and lawnmower flammables in small amounts and said that this should be allowed. T4T suggestion to add <i>inside</i> the property.</p> <p>17.1 T4T felt advice should be given on contacting the fire service for installation and maintenance of fire alarms for residents that could not do it themselves and there should be something included on carbon monoxide monitors. SC suggested giving regularity for testing.</p> <p>17.2 Four elderly residents asked about storage of scooters outside of the property where there is no scooter shed as they have already made arrangements to do so. HO's said this point needs flexibility/clarification.</p>	<p>Now section 15. <i>Inside</i> added.</p> <p>Advice added.</p> <p>Wording change. Advice to speak to HO added.</p>
<p>18. ANIMALS</p> <p>Several residents were concerned that they had more than one pet and that verbal permission given would be withdrawn or they would have to get rid of a pet.</p> <p>18.1.1 KV – does this include shared or communal gardens or private only? Needs to be included in allocations policy if we can't allocate to people with more pets than this. Currently a grey area re permissions.</p> <p>18.1.2 SC suggestion to add <i>or any subsequent legislation to be produced.</i></p>	<p>No changes but explanation will be given in second letter.</p> <p>Shared. Need to check consistency.</p> <p>Added.</p>
<p>GARDENS</p> <p>19.1 FS – suggest more info on what clean and tidy means.</p> <p>19.5 T4T asked that this be reworded to allow for flexibility on minor changes and improvements.</p> <p>19.11 SC suggestion to require consent for bonfires.</p>	<p>SS said not necessary. Could be in leaflet.</p> <p>Without permission added. No action.</p>
<p>VEHICLES</p>	

<p>20.1.2 Four individuals and residents at two meetings said that they should be allowed to keep small vans/camper vans, not just cars and it was pointed out that most cars weigh more than a tonne. T4T asked that this be changed to include small vans especially as this may be linked to employment.</p> <p>20.1.15 T4T suggest adding <i>other than in exceptional circumstances (to cover illness etc)</i>.</p> <p>20.2 FS request to clarify what is a standard design.</p>	<p>Small vans added.</p> <p>Without permission added. No action.</p>
<p>21. ANTI-SOCIAL BEHAVIOUR</p> <p>21.1.1 One tenant wanted clarification on what is reasonable noise (thin walls in property)</p> <p>21.1.5 T4T and staff felt that this should include drug use in the property.</p> <p>21.1.6 One tenant and the hub meeting said that this may prevent victims of domestic violence reporting it for fear of breach of tenancy.</p> <p>21.2 Explain determine by adding (<i>ie. be brought to an end</i>) or just replace it.</p>	<p>To be given on request.</p> <p>Not in this section as unenforceable. Included under 4.</p> <p>Added action will be taken against perpetrator. No action.</p>
<p>CONFIRMATIONS</p>	
<p>There were several positive comments that the Council is tightening up on anti-social behaviour and the upkeep of gardens. 33 tenants signed and returned the agreement indicating consent. They were phoned to explain the process and told to refer to their existing agreement until a final document was produced.</p>	
<p>PRESENTATION ISSUES</p>	
<p>T4T, some tenants and two members of staff said the document was too long and wordy and the two repairs sections contain a lot of duplication and contradictions (specifics were given). Several tenants noted that use of the Council or Us/We was inconsistent. T4T felt that capitals for Us/We is patronising. Two members of staff thought the document should not contain pictures. T4T thought that the signature sheet and glossary should be at the back to make sure the document was read. They were also</p>	<p>Edited down to combine repairs section, some language simplified (reviewing specific comments). Use of Us/We discussed with Emma</p>

<p>concerned that tenants had the document explained to them on sign up and that it be made available on the website for early consideration.</p>	<p>and agreed that it stays but make more consistent.</p>
<p>REQUIRES CLARIFICATION</p>	
<p>Tenants in sheltered housing schemes were unclear where items related to them, eg. upkeep of gardens and doors and windows in communal areas.</p> <p>Staff requested clarification about how recharges will be implemented. T4T said that recharges rates would need to be available and advertised to implement this fairly.</p>	<p>No action, advice through schemes.</p> <p>Supporting procedures to be developed.</p>

COMMENTS ON THE RECHARGE AND SUCCESSIONS POLICIES.

RECHARGE POLICY

There were very few comments and those that did comment were positive about tenants being recharged for damage etc. 1 tenant said they should not have to pay for damage they caused by accident. There were some concerns from elderly and disabled tenants about not being able to maintain their gardens and one tenant requested a low-cost scheme to help. T4T made some minor points regarding language and said that there would have to be a published schedule of costs of what will be charged on implementing the policy.

SUCCESSION POLICY

Very few comments, none negative. Two tenants said that it had reassured them about what would happen to adult children if anything happened to them.



EXECUTIVE
17TH DECEMBER 2014

PV PANELS ON HOUSING PROPERTIES
REPORT OF DEPUTY CHIEF EXECUTIVE (CORPORATE DIRECTION)

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

- 1.1 To update members on the Sustainability strand of the Housing Investment Strategy and seek support for the installation of PV Panels on identified properties.

2. RECOMMENDATION

- 2.1 That the Executive supports the principle of installing PV Panels on Housing properties.

3. BACKGROUND TO THE REPORT

- 3.1 The Council Housing Investment Strategy and Business Plan 2012 - 2017 was adopted by Council in June 2013. The aims of the Strategy were to:
- Continue to invest in existing stock to maintain good quality homes.
 - Invest in new build schemes/acquire affordable housing to increase the amount of affordable housing available.
 - Refurbishment/regeneration of stock which no longer meets needs.
 - Environmental improvements to estates to ensure they are clean and safe.
 - Invest in service delivery.
 - Develop and maintain effective engagement with tenants.
- 3.2 As part of ongoing environmental improvements, Private Sector Leasing have been leading and engaged a number of suppliers who have approached us with offers relating to the installation of PV panels and the benefits they can bring to both tenants and HBBC.
- 3.3 With fuel poverty and the rising cost of energy, self generation has become a more attractive prospect. A typical UK household will consume approximately 3,300 kWh of electricity per year. A typical southerly facing PV system will generate approximately 2,300 kWh in Central England; this electricity if used is in essence free and will not register on a fuel bill.
- 3.4 However, in reality much of this free electricity will be subject to the individual and their living patterns and habits; as it is not yet feasible to store the generated electricity, it is only free if used on generation. A typical assumption is that the average occupant will utilise 50% of the generated electricity; as per the example this would be approximately 1,250 kWh which is over 1/3 of a typical household's electricity usage.
- 3.5 Back in April 2010 the UK government introduced the Feed-in-Tariff (FiT) scheme to stimulate growth in PV self generation by offering a generation based payment as an incentive to install. By late 2011, a drop in installation costs coupled with much publication of the scheme meant FiT's were a roaring success with uptake at a much higher than anticipated level. This presented an issue for the Treasury and as a consequence FiT rates were reduced which resulted in a market downturn. Since that point install costs have been gradually becoming more economic against a very slowly reducing FiT rate, as a result suppliers are now once again in a similar

position to late 2011 in terms of system payback (although profits that can be made are now much reduced).

- 3.6 There are various types of offer from suppliers but the majority operate on a "Rent a Roof" type basis. This essentially means that they are responsible for the installation and maintenance of the panels and the tenant is able to make use of the free electricity during daylight hours. Any surplus electricity is then effectively sold back to the Grid and this is where the suppliers make their profit.
- 3.7 Using this model does mean that suppliers are keen to progress with the properties with the highest return. We have already had a desktop review undertaken to assess viability of our stock and this has identified 1481 properties (approximately 40%) of our properties would be eligible.
- 3.8 Suppliers would also publicise their offer to private tenants who may also join the scheme (albeit on an individual basis).
- 3.9 As the free electricity is during daylight hours, tenants would require some support and education on changing some of their habits around electricity usage. For example, where some appliances may have historically been used overnight to benefit from reduced electricity rates (washing machines etc.), they would be advised it would be more beneficial to time these for daylight hours.
- 3.10 This type of training can be done on a train the trainer basis and we would seek to involve the Tenants Together Group to roll this out.
- 3.11 There are significant benefits to tenants and the wider local community of rolling out such a scheme:
 - Help lift property occupants out of fuel poverty (where applicable)
 - Future proofing against rising energy costs
 - Increased spending within the local community (inc rent)
 - Increased ability to comfortably heat homes, leading to better health and impacting positively on local health services.
 - Increase housing stock SAP rating
 - Reducing carbon footprint: solar electricity is green and doesn't release any harmful carbon dioxide or other pollutants. A typical home solar PV system could save over a tonne of carbon dioxide per year.

4. FINANCIAL IMPLICATIONS [IB]

- 4.1 Installation costs will be paid for by the suppliers. Installed PV panels will be rented out directly by suppliers.
- 4.2 Roofing repairs costs for the non PV panel element will continue to be met from existing budgets.

5. LEGAL IMPLICATIONS [EH]

- 5.1 There are no direct implications from the recommendation however there are a number of consequential legal implications which will need consideration if the scheme were to be taken forward:
- 5.2 There would need to be adequate legal agreements in place with the PV panel provider to ensure that obligations with regards to installation, repair and removal are clear and what happens in the event of a transfer of the property to a tenant.

5.3 The Council's tenants have, under their tenancy agreements, possession of the property and the Council is under an obligation not to interrupt or interfere with this except where:

- (a) Access is required to inspect the condition of the property or to carry out repairs or other works to the property or adjoining property.
- (b) A Court has given the Council possession of the property by ending the tenancy.

The installation of PV panels would not fall under either of the above exceptions as it is not a repair to the property itself, but an addition. Prior to rolling out the scheme, the consent of the individual tenants of the identified properties should be obtained as the Council will not have the right to install without consent. Consideration will need to be given, depending on the contract obligations and rights, as to whether the tenancy conditions need amending to cover properties where the panels are installed.

5.4 Consideration should also be given to including in the tenancy agreement terms which seek to indemnify us for breach of any obligations on the Council under the agreement with the PV Panel provider with regards to not damaging the panels etc, given the control of the individual tenants over the property.

5.5 There will also need to be consideration in relation to how repairs will be conducted by the company, as there is no right for them to enter on to the land unless the tenant consents, unless done through our repairs team.

6. CORPORATE PLAN IMPLICATIONS

- 6.1 The Housing Repairs Service contributes to all of the Corporate Aims, in particular::
- Creating a Vibrant Place to Work and Live
 - Empowering Communities
 - Supporting Individuals

7. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

7.1 The Repairs Service is delivered to all Housing stock and therefore impacts on all of the Borough including rural areas. It also therefore impacts on any vulnerable groups within the Borough.

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers: Desktop Review (attached as Appendix one)

Contact Officer: Julie Kenny Ext 5985

Geoff Davenport Ext 5988

Executive Member: Councillor Michael Mullaney

Appendix One

Hinckley & Bosworth Desktop Survey Results

Total Addresses Provided		3683	
Properties Surveyed		3683	
	Rejected		556
	Rejected - Flats		580
	Rejected - Low Irradiance < 810kwh		354
	Rejected - Too Small < 1.5kWp		684
	Rejected - Too Big > 4kWp		27
	Accepted		1481
TOTAL			3682
Installation Details			
	Total Installation	MWp	4.1
	Average System Size	kWp	2.8
Predicted Productivity Details			
	Total Predicted Electricity Produced - Year 1	MWh	3.6
	Predicted Average Electricity Produced - per system/Year 1	kWh	2.4
Potential Cash Savings			
	Total Savings - 20 Years	£	£7,000,000
	Average Savings per roof - 20 Years	£	£4,765
Potential Carbon Savings			
	Total Carbon Savings	Tonnes	28,022
	Average Carbon Savings per roof - 20 Years	Tonnes	18.92

NOTES

	Rejected	556	These properties have been rejected initially for various reasons. This group will be assessed in more detail at a later stage.	
	Rejected - Flats	580	The properties are flats, some are part of your sheltered portfolio and will be assessed separately.	
	Rejected - Low Irradiance < 810kwh	354	These properties have poor orientation and are unable to generate sufficient electricity to meet standard qualifying criteria for our funders.	
	Rejected - Too Small < 1.5kWp	684	The roofs on these properties are not big enough to install at minimum 1.5kWp system	
	Rejected - Too Big > 4kWp	27	The roofs on these properties are able to benefit from a system larger than 4kWp and will almost certainly be included at a later stage.	
	Accepted	1481	This is the balance of properties that meet the qualifying criteria of our funders. This number may decrease following a physical survey.	
<hr/>				
	TOTAL	3682		
<hr/>				
Installation Details				
	Total Installation	MWp	4.1	This is the total installation size
	Average System Size	kWp	2.8	This is the average installation size for each of 1,481 installations
<hr/>				
Predicted Productivity Details				
	Total Predicted Electricity Produced - Year 1	MWh	3.6	This is the predicted amount of electricity that will be generated across the whole portfolio
	Predicted Average Electricity Produced - per system/Year 1	kWh	2.4	This is th average of 1,481 systems
<hr/>				
Potential Cash Savings				
	Total Savings - 20 Years	£	£7,000,000	The projected aggrgate savings for tenants over the 20 Year FIT period
	Average Savings per roof - 20 Years	£	£4,765	The average savings per household
<hr/>				
Potential Carbon Savings				
	Total Carbon Savings	Tonnes	28,022	Total carbon reduction
	Average Carbon Savings per roof - 20 Years	Tonnes	18.92	Average carbon reduction

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EXECUTIVE – 17 DECEMBER 2014

STRATEGIC HOUSING LAND AVAILABILITY ASSESSMENT REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: ALL WARDS

1. PURPOSE OF REPORT

- 1.1 To seek approval of the Hinckley and Bosworth Strategic Housing Land Availability Assessment Review 2014 which will be used as evidence to inform the Site Allocations and Development Management Policies Development Plan Document (DPD).
- 1.2 Due to the size of the review copies are available from the author of this report upon request.

2. RECOMMENDATION

- 2.1 That the Executive note the findings of the review and recommend that the Executive approves it to be used as part of the evidence base for the submission version of the Site Allocations and Development Management Policies DPD.

3. BACKGROUND TO THE REPORT

- 3.1 The SHLAA entails the assessment of parcels of land submitted by developers, landowners, agents etc. against criteria which are set out within the agreed Leicestershire wide methodology. The land put forward is not all owned or controlled by the Council, but Council owned land does feature within the SHLAA. Not all the land within the SHLAA will be allocated for development within the Local Plan. The SHLAA is one strand of evidence to assist in selecting the most appropriate sites for development in order to meet the Core Strategy requirements in the most sustainable way. The inclusion of land within the SHLAA does not mean that the land is allocated for development, or that planning permission will be granted.

Purpose of the Strategic Housing Land Availability Assessment (SHLAA)

- 3.2 Local planning authorities should have a clear understanding of housing needs in their area. Paragraph 159 of the National Planning Policy Framework (NPPF) (DCLG, March 2012) states that local planning authorities should; “prepare a Strategic Housing Land Availability Assessment to establish realistic assumptions about the availability, suitability and the likely economic viability of land to meet the identified need for housing over the plan period”. The completion of a SHLAA should enable local planning authorities to:
 - Identify specific, deliverable sites for the first five years of a plan that accord with the NPPF;
 - Identify specific, developable sites for years 6-10, and where possible years 11-15, in plans to enable the five year supply to be topped up, and
 - Where it is not possible to identify specific sites for years 11-15 of the plan, indicate broad locations for future growth.
- 3.3 The Hinckley and Bosworth SHLAA Review 2014 provides background evidence on the potential supply of housing within the borough to underpin and inform its Local Plan for the period to 2026. The 2014 review comprehensively assesses and updates the existing SHLAA review which dates from autumn 2013. The 2014 review

continues to utilise a joint methodology comprising authorities in the Leicester and Leicestershire Housing Market Area first devised in 2007 and utilised for all subsequent SHLAA's. Whilst this methodology remains relevant, all authorities are assisting in updating the joint methodology in the context of the NPPF and National Planning Practice Guidance, in line with Duty to Cooperate requirements.

Findings of the Review

- 3.4 The 2014 SHLAA Review has provided a number of core outputs:
- It identifies sites with potential for housing comprising a list of sites, cross-referenced to maps showing locations and boundaries;
 - It assesses the potential quantity of housing that could be delivered on each identified site;
 - It identifies constraints on the delivery of identified sites; and
 - It provides an assessment of the deliverability of each identified site to determine when a site is realistically expected to be developed. Sites are categorised as being developable and deliverable within 0-5 years, developable within 6-10 years or 11+ years, or non-developable if there are constraints to delivery that cannot be overcome.
- 3.5 The review will form a critical part of the evidence base for the Site Allocations and Development Management Policies DPD. The DPD will allocate the most appropriate developable sites for housing development to meet Core Strategy housing requirements for relevant settlements within the borough, as evidenced by the review.
- 3.6 The Council will seek to update the SHLAA annually as part of the Authority Monitoring Report (AMR) process. This will support the updating of the housing trajectory and the five-year supply of specific deliverable sites.
4. FINANCIAL IMPLICATIONS [SJE]
- 4.1 Any costs associated with the production and updating of the SHLAA are expected to be met within existing budgets and so there are no additional financial implications expected at this time.
5. LEGAL IMPLICATIONS [MR]
- 5.1 None arising directly from the report.
6. CORPORATE PLAN IMPLICATIONS
- 6.1 The report relates to the following Corporate Aim:
- Creating a vibrant place to work and live
7. CONSULTATION
- 7.1 Fifteen new or amended site submissions were received and included within the review. Site submitters included members of the public, landowners, developers and planning agents.
- 7.2 Comments in regards to highways and ecology issues on all new submitted sites included in the review were obtained from Leicestershire County Council. The Planning Policy and Regeneration Team undertook a consultation with all new site submitters to seek comments on the assessment of their site within the review.

Consultation with submitters where details in regards of their site had been amended was undertaken if appropriate.

8. RISK IMPLICATIONS

8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.

8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.

8.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
Failure to publish the review would result in a lack of evidence for informing housing allocations in the Site Allocations and Development Management Policies DPD	Publication of the review	Paul Grundy
Failure to publish the review would result in a lack of compliance with Central Government Policy (Paragraph 159 of the National Planning Policy Framework identifies the requirement of local planning authorities to produce a SHLAA)	Publication of the review	Paul Grundy

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 This document forms part of the evidence base for the Site Allocations and Development Management Policies section of the Local Plan (2006-2026) which addresses the needs of both urban and rural areas equally and offers options in accordance with the spatial strategy of the Core Strategy.

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications – None arising from this report
- Environmental implications – Contained within the SHLAA
- ICT implications - None arising from this report
- Asset Management implications – Council assets have been assessed within the SHLAA
- Human Resources implications - None arising from this report
- Planning Implications – Contained within the body of the report
- Voluntary Sector - None arising from this report

Background papers: Strategic Housing Land Availability Assessment Review 2014

Contact Officer: Paul Grundy – ext. 5671

Executive Member: Councillor Stuart Bray

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EXECUTIVE– 17TH DECEMBER 2014



Hinckley & Bosworth
Borough Council

SUPPLEMENTARY BUDGET REQUEST – NNDR REVIEW
REPORT OF DEPUTY CHIEF EXECUTIVE (CORPORATE DIRECTION)

WARDS AFFECTED: ALL WARDS

A Borough to be proud of

1. PURPOSE OF REPORT

1.1 To obtain approval of a supplementary budget to fund the cost of a Business Rates Maximisation Review.

2. RECOMMENDATION

2.1 That Executive approve a supplementary budget of £31,423 to fund the cost of a Business Rates Maximisation Review.

2.2 That, in approving this supplementary budget, Executive note that this fee is charged on a contingent basis and will generate in excess of £500,000 Business Rates growth for the Council.

3. BACKGROUND TO THE REPORT

3.1 The Business Rates Retention scheme (BRR), introduced in 2013/2014, gives billing authorities the opportunity to retain up to half of any growth in business rates collected. This financial incentive means that it is critical for Council's to quickly identify business rates growth and to ensure that rates collection is maximised.

3.2 A number of products are available on the markets which are designed to identify potential omissions, missed opportunities for growth or fraud in business rates. Hinckley and Bosworth has obtained quotes from three suppliers for these services in accordance with the Contractual Procedure Rules and, following evaluation has contracted with Capacity Grid to perform a review.

3.3 The charge for this review is based on a "contingent fee" i.e. as a percentage of the business rates income generated. Capacity Grid will charge the Council 10% of the additional gross rateable value they generate up to £150,000 and just 4% of the gross rateable value they generate thereafter. A deduction is also made to reflect discounts offered. This charge is for one year only and the Council will retain 100% of these rates in subsequent years.

3.4 Members should note that in the current year Capacity Grid completed their review of empty properties in order to bring them back into the Council's tax base to generate New Homes Bonus and Council Tax. In total they identified 108 properties which resulted in a total of NHB of £813,933.00 per annum for the next 6 years; i.e. a total of £4,883,598 The contingent fee paid for this work was a percentage of the first year's NHB which came to £20,870

3.5 Based on forecasts and previous results, Capacity Grid have estimated that they can generate £560,580 of additional business rates for the Council for a charge of £31,423. In order to ensure that the review is commenced promptly and ahead of the 2015/2016 baseline calculation (contained in the NNDR1 form), the Deputy Chief Executive (Corporate Direction) and Chief Executive have authorised a supplementary budget of £20,000. Executive are asked to note this review and to approve a total supplementary budget (including the £20,000) of £31,423 in accordance with Financial Procedure Rules.

4. FINANCIAL IMPLICATIONS [KP]

4.1 Contained in the body of the report

5. LEGAL IMPLICATIONS [EH]

5.1 The contract with Capacity Grid has been approved by legal services in terms of this service and will be entered in to in due course.

6. CORPORATE PLAN IMPLICATIONS

Additional income will be invested into the General Fund to support the achievement of all Corporate Plan Aims.

7. CONSULTATION

7.1 Not applicable

8. RISK IMPLICATIONS

8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.

8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.

8.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
None		

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 Not applicable

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Contact Officer: Katherine Plummer, Ext 5609
Executive Member: Cllr K Lynch

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EXECUTIVE 17 DECEMBER 2014

SUPPLEMENTARY BUDGET REQUEST – RECYCLING IMPROVEMENT

REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: ALL WARDS

1. PURPOSE OF REPORT

- 1.1 To obtain approval of a supplementary budget to fund the dry recycling charges.

2. RECOMMENDATION

- 2.1 That Executive approve a supplementary expenditure budget of £43,000 to fund the cost of increased dry recycling charges.
- 2.2 That Executive approve a supplementary income budget of -£43,000 to reflect the higher than expected recycling credit income received.
- 2.3 That Executive note that the financial impact will be cost neutral in light of the above adjustments.

3. BACKGROUND TO THE REPORT

- 3.1 Palm Recycling the council's contractor for dry recyclables, has submitted a claim for the increased cost of waste and non-target materials within the dry recycling collections. After negotiations a temporary agreement has been made as to the rate of claim pending a third party review of the costs.
- 3.2 To reduce the amount of waste material and unsuitable materials being collected the council has introduced the "Recycle Right" project which is already reduced the waste and non target percentage from 12% to 8% with further likely improvements. It is predicted that the additional total cost to the service will be £86,000.
- 3.3 To fund the increased cost the Recycling Improvement Fund is being utilised and the request is for an additional £43,000 for this budget. Funding for this is available through the anticipated additional income from recycling credits.

4. FINANCIAL IMPLICATIONS [SJE]

- 4.1 Of the predicted total claim of £86,000 for 2014/15, £43,000 has previously been incurred and funded from the Recycling Improvements budget line. However, there is currently insufficient remaining budget to fund the remaining £43,000 costs.
- 4.2 Due to higher than originally expected tonnage volumes on recycling collections, a year end surplus is predicted on the income budget line of Recycling Credits of £85,000 (as per September budget monitoring figures).
- 4.3 The table below summarises the position. A supplementary expenditure budget of £43,000 is requested to fund the outstanding Palm costs and a supplementary income budget of -£43,000 is requested to reflect the higher recycling credit income.

Budget Category	Latest 2014/15 Budget (£)	Predicted Outturn September position (£)	Predicted Outturn Variance (£)	Proposed Supplementary (£)	Revised Outturn Variance (£)
Recycling Improvements	52,000	95,000	43,000	+43,000	0
Recycling Credits	- 943,500	-1,028,500	-85,000	-43,000	-42,000

4.4 If the supplementary budgets are approved, the overall impact will be cost neutral on the General Fund because of the income and expenditure budget changes offset one another.

4.5 Although there is a possibility that in the remaining months of the financial year, recycling credit income levels may change, and indeed reduce, it is considered that the risk of this occurring is very slim. Detailed tonnage calculations have been performed, looking at both current trends and previous year trends to ensure accurate forecasting of future income. For information, the 2013/14 latest budget was - £973,500 and actual income collected was - £989,000, both of which are higher than the current 2014/15 budget of £943,500.

4.6 As per the Financial Regulations, a supplementary of £43,000 would need approval by Executive.

5. LEGAL IMPLICATIONS MR

5.1 None arising directly from the report

6. CORPORATE PLAN IMPLICATIONS

None

7. CONSULTATION

7.1 Not applicable

8. RISK IMPLICATIONS

8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.

8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.

8.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
None		

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 Not applicable

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers:

Contact Officer: Rob Parkinson 5641
Executive Member: Cllr B Crooks

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EXECUTIVE – 17 DECEMBER 2014

WHEELED BIN AND CONTAINER POLICY
REPORT OF CHIEF OFFICER (ENVIRONMENTAL HEALTH)



Hinckley & Bosworth
Borough Council

A Borough to be proud of

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

To request that members consider implementing a charge for the provision of waste management containers.

To request that members consider a revision to the current practice of returning to service wheeled bins/containers not presented by residents on the day of collection.

2. RECOMMENDATION

i, The Executive agree to implement charges for the provision and delivery of waste management containers as outlined at 4.1.3 of this report

ii, The Executive agree a revision to the current practice of returning for non-presented wheeled bins/containers as outlined at section 4.2.3 of this report.

iii, The Wheeled Bin and Container Policy be updated to reflect the decisions made.

3. BACKGROUND TO THE REPORT

3.1 The Council first introduced wheeled bins in 2004 to facilitate the storage and collection of household waste. In April 2012, a new dry-recycling wheeled bin service was introduced replacing the bag and box collection system. This has made it easier for residents to recycle their waste, made collection of recyclables more efficient and provided a consistent collection method for all waste streams. The Executive approved the Council's Wheeled Bin and Container Policy which specifies service standards and procedures for waste collection at their meeting in July 2012.

4. REVIEW OF WHEELED BIN AND CONTAINER POLICY

4.1 Waste Management container provision

4.1.1 The Wheeled Bin and Container Policy approved by members in July 2012 provides an expectation that Developers meet the cost of supplying waste management containers to new developments. Whilst this practice is employed by other councils, legal advice from counsel maintains that it would not be lawful to require the costs of providing bins to be met by Developers by way of section 106 contributions. nor under the provisions of section 46 because developers could not be regarded as occupiers The Council is however able to recover the cost of containers from residents themselves via provisions contained in the Environmental Protection Act 1990.

4.1.2 The estimated planned spend for waste management containers consists of both projected container requirements for new residencies (based on the most recent housing trajectory) and replacement of lost or damaged containers. To supply residents of new occupancies with the required waste management containers (3 wheeled bins and 1 caddy) currently costs £65 per property for the containers only.

- 4.1.3 In view of the significant capital expenditure to provide waste containers and that costs cannot lawfully be required from Developers for new residencies, members are asked to consider implementing charges for containers in accordance with the provisions afforded by the Environmental Protection Act as detailed in table 4.1 below.

Table 4.1 Proposed charges for provision and delivery of waste containers

Container Request	Proposed charge (£)
New Occupancy (provision of 3 bins and internal caddy)	£65 (no delivery charge for initial supply of containers)
Replacement of lost, stolen or damaged bins (with the exception of crew damaged bins as per 4.1.5 section)	£35 (charge included in proposed fees and charges report)
Provision of an additional blue-lid recycling bin	Free of charge (This is a positive incentive to encourage recycling)
Provision of additional Brown Bin(s)	Dealt with by a separate rental scheme currently but subject to review following consultation on introducing a chargeable green waste service

- 4.1.4 It is proposed that residents are not charged for replacement containers that are damaged by crews or lifting equipment whilst servicing containers nor for replacement caddys which are only handled by crews when they are serviced rather than by residents.
- 4.2 Non-presentation of containers by residents
- 4.2.1 The Council currently operates a collection system whereby if residents forget to present their wheeled bins/containers by 7am, crews will return on 3 occasions in a rolling 12 month period to service the missed bins if reported within 48 hours of the collection day. After the 3rd occasion, crews will not return for subsequent non-presentation.
- 4.2.2 There is a resultant negative impact on fuel usage, wear and tear on vehicles and the Council's carbon footprint from returning to bins that are not presented at the point of collection. The number of requests to return for non-presented bins from November 2013 to October 2014 was 550. The impacts are greater when reports are made after the day of collection and crews are no longer working in the same area as the return location and distance could be disproportionate (i.e. collecting 1 non-presented bin from Friday collections in Markfield on a Monday when the crews are operating in Hinckley and Burbage).
- 4.2.3 To eliminate the impacts identified at 4.2.2 completely, the Council would need to adopt a policy whereby collection crews do not return for non-presented bins/containers. This is a practice currently employed by Harborough District Council, Melton Borough Council and Oadby and Wigston Borough Council. It is proposed that this system be adopted by Hinckley and Bosworth Borough Council whilst retaining a pragmatic approach that non-presented bins will be serviced where residents approach crews whilst the vehicle is in the vicinity of their property.
- 4.2.4 Adopting this approach will reduce fuel costs and delay the need for an extra crew (at circa £130,000) resulting from increasing property numbers and resultant additional demand for waste management services.

5. FINANCIAL IMPLICATIONS (SJE)

- 5.1 As mentioned in section 4.1.3 and demonstrated in the table below, there is expected to be a growth in the requirement for waste containers due to new residencies as per a recent housing trajectory forecast contained with the department's 'Central Planning Policy'. Applying a charge for the provision of new containers would effectively reimburse the Council for any increase in corresponding expenditure.

Financial Year	Budget for residential waste containers (£)	Budget for trade waste containers (£)	Total waste receptacle capital budget (£)
2015/16	113,000	23,590	136,590
2016/17	128,000	23,870	151,870
2017/18	135,000	23,690	158,690

- 5.2 A proposed charge of £65 for new occupancies will only offset the costs of the containers themselves and does not incorporate any additional elements such as delivery, management and administration costs. Due to the value of container costs and charge equally being £65, any change in the expected growth of new residencies would not be expected to have an overall impact on the Council should the charges be implemented.
- 5.3 The proposed charge of £35 for replacement of lost, stolen or damaged bins has a value that is comparable to other local authorities implementing such a charge and incorporates the cost of delivery. This charge has already been endorsed in the "Scale of Fees & Charges 2015/16" publication and therefore is for noting only.
- 5.4 The table below breaks down the proportion of capital expenditure budget of £113,000 for 2015/16. This table is to demonstrate the relative proportions of demand, ie 1/3rd of container purchases are due to new occupancies. To add further information, approximately 5,000 containers could be purchased with this total budget.

Container category	£
New Occupancy	34,000
Replacement of lost/stolen/damaged	66,000
Caddies	13,000

No charge is currently proposed for caddies so no chargeable income will be collected for this expenditure.

- 5.4 If the collection crews do not return for non-presented containers as per the report recommendation, revenue savings are expected in fuel and repairs & maintenance costs. These costs are not currently analysed separately in detail, but are estimated to be in the order of £4,000.
- 5.5 The options for the income generated from the charges for new and replacement containers are funds could either be put into the general fund or a reserve to fund capital costs, which would need approval as part of the Capital Programme.

6. LEGAL IMPLICATIONS (MR)

S46(3) of the Environmental Protection Act 1990 allows the Local Authority the options of supplying waste receptacles free of charge, supplying the receptacles at a charged rate, to be paid either as a single payment or by instalment with the agreement of the occupier or requiring the occupier to provide their own receptacles

of a similar type. S46(4)(b) of the Environmental Protection Act 1990 allows the Local Authority to give occupiers notice requiring that waste receptacles are placed for the facilitation of collecting waste from them. S46(11) of the same Act gives the option of not collecting waste which is not presented correctly.

Counsel's advice in October 2012 can be summarised as follows;

- a) The Council may not require developers to enter into planning obligations under section 106 of the Town and Country Planning Act 1990 because the provision of bins is not necessary to make a development acceptable in planning terms and would therefore conflict with paragraph 122(2) (a) of the Community Infrastructure Regulations 2010
- b) The Council may not require developers to provide bins under section 46 above because a developer is not an occupier within the meaning of that section
- c) The Council could pursue a policy of requesting voluntary contributions from developers to fund the provision of bins. However, the practical constraints that would have to be imposed on the operation of such a policy would probably rob it of any practical utility and would expose the Council to the risk of legal challenge
- d) Household waste bins are not infrastructure within the meaning of section 216 of the Planning Act 2008 and therefore may not be funded under the levy

7. CORPORATE PLAN IMPLICATIONS

The Refuse and Recycling service contributes to our priority to provide 'Clean Neighbourhoods', 'Reduce our Impact on the Environment' and Efficient Effective and pro-active services.

8. CONSULTATION

Members of the Citizens Panel were originally consulted in March 2010 with regard to what was perceived to be a reasonable number of occasions in a year for waste collection crews to return for missed collections. The consensus at this time was noted as 3 times which led to the creation of the "3 strike rule" whereby crews would return for containers not presented on 3 occasions in a rolling twelve month period.

Corporate Operations Board expressed concern over the charging of Social Housing tenants and persons in new shared ownership houses as a significant cost to those on low income.

9. RISK IMPLICATIONS

- 9.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.
- 9.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.
- 9.3 Details of significant risks and opportunities are provided below. It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.

Risk Description	Mitigating actions	Mitigation Owner
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<p><i>Impact on Customers/Reputation</i> A perception that containers should continue to be provided for free.</p>	<ul style="list-style-type: none"> - Charges to be made in accordance with the provisions of the EPA. - Wheeled Bin and Container Policy updated to reflect charges made 	<p>Darren Moore</p>
<p><i>Impact on Customers/Reputation</i> Residents perceive the Council should return to collect their bins/containers even if it is their fault</p>	<ul style="list-style-type: none"> - Communication of change in approach via Borough Bulletin and other media - Wheeled Bin and Container Policy updated to reflect change in service standard - Pragmatic approach to emptying missed bins on the day of collection whilst vehicles are in the area. 	<p>Darren Moore</p>

10. **KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS**

The proposed amendments to the Wheeled Bin and Container Policy identified will be applied consistently for all residencies. Disabled persons or those unable to present their bins due to infirmity are able to request assisted collections in which case bins will always be collected unless the resident instructs otherwise.

11. **CORPORATE IMPLICATIONS**

By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers: None

Contact Officer: Darren Moore x5976

Executive Member: Cllr Bill Crooks

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EXECUTIVE – 17 DECEMBER 2014

WASTE FRAMEWORK DIRECTIVE REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

- 1.1 To request the Executive to endorse the assessment made to retain existing arrangements for kerbside recycling arrangements.

2. RECOMMENDATION

- 2.1 That the Executive endorse the assessment made to continue existing arrangements for the collection of dry recyclables on the basis that it is not economically or environmentally practicable to implement separate collection arrangements for paper, glass, metals and plastic.
- 2.2 That the position be reviewed in conjunction with the expiry of the external contract for dry-recycling services with Palm Recycling in 2018 against current and any subsequent guidance issued.

3. BACKGROUND TO THE REPORT

- 3.1 Articles 10 and 11 of the revised Waste Framework Directive (WFD) require the UK to take measures to promote high quality recycling. They include a specific requirement to set up separate collections of glass, paper, metal and plastic by January 2015 unless it is considered this is not necessary to facilitate or improve recovery of these materials or that separate collection of the materials is not technically, environmentally or economically practicable (TEEP). Government has not provided any guidance for councils to assess compliance against this requirement but a working group comprising local authority waste networks including the Waste and Resources Action Programme (WRAP) has provided a non-statutory route map to help local authorities interpret the requirements in a consistent way. As such, an assessment has been made of the Council's current recycling operations in conjunction with the Route Map against the requirements of the WFD.

4. HINCKLEY AND BOSWORTH BOROUGH COUNCIL DRY RECYCLING COLLECTION ARRANGEMENTS

- 4.1 Hinckley and Bosworth Borough Council implemented a Dual Stream kerbside recycling service in April 2012. This system was introduced to improve the capture of recyclables and diversion of waste from landfill by making it easier for residents to recycle. The dual stream collection system keeps fibre materials (paper and card) separate from other materials in recognition the main concerns of fully co-mingled collection systems (where all materials are collected together) relate to contamination of fibre material by glass shards and/or liquids. The service is currently provided under contract by Palm Recycling until 2018. The Council also provides separate collections of glass, paper, metal and plastic from 15 public bring sites and from commercial premises as part of its trade service.

Necessity Test

- 4.2 The benchmark for considering whether it is 'necessary' for a separate collection of paper, glass, metal and plastic as required by the WFD is to consider whether the

same “quality” and “quantity” of materials can be attained by alternate methods of collection.

- 4.2.1 The Council initially collected dry recyclables separately via a bag and box system when first introducing a dry recycling service. The collection system has evolved and improved since inception to the current Dual Stream service. When comparing recycling performance of both collection methods used, it can be seen that larger quantities of recyclables are captured via the Dual Stream service thus improving the council’s overall recycling performance and diversion of waste from landfill. Table 4.1 below shows the resultant increase in recycling tonnage achieved specifically for glass, paper, metal and plastic of 620 tonnes recycled and a corresponding reduction in residual waste of 2,122 tonnes. *(Tonnage for “other recyclable materials collected” is also shown to show the major increase in tonnage resulted from the new collection method rather than the collection of new material streams of tetrapak and batteries introduced subsequent to 2010/11. 2011/12 was the transitional year in which wheeled bins were rolled out for the dual stream service so this year was a mixture of both multi-containers and wheeled bin/caddy being in operation – the data is not shown for this year as it is non-comparable for this reason).*

Table 4.1 – Dry Recycling kerbside collection tonnages by collection method

Collection Method	Collection of glass, paper, metal, plastic only (Tonnes)	Other recyclable materials collected (Tonnes)	Total recyclables processed (Tonnes)	Residual waste (Tonnes)
2009/10 Kerbside separate collection with multi-containers for glass, paper, metal, plastic and textiles	8419	0	8419	20401
2010/11 Kerbside separate collection with multi-containers for glass, paper, metal, plastic and textiles, tetrapak, batteries	8776	45	8821	20211
2012/13 Dual Stream Bin and caddy collecting glass, paper, metal, plastic, textiles, tetrapak, batteries	9396	116	9512	18089
Increase/Decrease in tonnage (2012/13 v's 2010/11)	+620			-2,122

- 4.2.2 The introduction of the dual stream system assisted the Council achieve a recycling rate of 55.5% in 2012/13 (latest audited data) compared to 50.6% in 2010/11. Un-audited data for 2013/14 indicates kerbside recycling tonnage of circa 9,364 tonnes retaining comparable performance to year 1 of the dual stream service and reaffirming the method continues to outperform the prior separate collection method with multi-containers. The increased amount of recycling tonnage achieved can also be correlated to high levels of satisfaction with the dual stream service introduced in April 2012 per table 4.2 below.

Table 4.2 – Resident satisfaction levels with the Recycling Service

Service	2010/11	2011/12	2012/13
% of residents satisfied with the Recycling Service*	92%	93%	95%
Service	Multi containers	Transitional year to bin/caddy	Wheeled bin/caddy system

*Source: Annual Winter Satisfaction Survey

4.2.3 The quality of material collected remains high with paper and cardboard being collected separately to other materials. A small amount of reject material is apparent with collection of glass, metal and plastic together as part of the dual stream service but this only equates to 4% or 236 tonnes of these materials (2012/13 audited data). As noted at table 4.1, increased capture of 620 tonnes of glass, metal and plastic provides a net increase of 384 tonnes of recyclables captured after deduction of the reject figure of 236 tonnes.

4.3 Technically, Environmentally and Economically Practicable (TEEP) test

Technically Practicable

4.3.1 It would be “technically” possible for the Council to introduce separate collection of paper, glass, metal and plastic as per the method previously operated. This would mean returning to a multi-container system and a change of vehicle provision which would be dependant on a variation to existing contractual arrangements (see 4.3.4).

Environmentally Practicable

4.3.2 In view of the performance difference noted between the schemes at table 4.1, it is not considered “environmentally” beneficial to return to separate collection of glass, paper, metal and plastic in view a larger percentage of recyclables are recovered from the residual waste stream via the Dual-Stream collection method. It would also be necessary to collect and recycle existing blue-lidded bins which would not be a sustainable use of this resource and for which a large capital investment (circa £1M) was made.

Economically Practicable

4.3.3 There would be a significant “economic” cost to the Council to return to a separate collection system. Spend on kerbside dry-recycling collection arrangements has been reduced due to the transition to the more efficient collection method facilitated by the dual stream service.

4.3.4 A reduction of £313,225 was achieved from moving from a separate collection service in 2010/11 to the current dual stream costs for 2013/14. Palm Recycling are currently contracted to deliver the dual stream service until 2018. If the Council wished to move away from this agreement there may be contractual variation or termination costs incurred as the contractor has resourced itself with the vehicle type and labour provision to deliver the dual stream service and would require operational change to provide separate collections of glass, paper, metal and plastics. Termination of the existing contract now or post 1 January 2015, would result in the Council potentially incurring costs equivalent to the annual contractual cost (£203,575 for 2013/14) multiplied by the residual number of years left for the contract to run (3 years to 2018). Based on the previous contractual price for a separate collection service, the estimated service cost would increase by £411,192 per annum for the separate collection of glass, paper, metal and plastic discounting termination or variation to contract costs.

4.3.5 In addition to the revenue costs noted above, substantial capital expenditure would be required to provide multiple containers to residents to facilitate separate collection of paper, glass, metal and plastic. The product currently available that both reduces the manual handling risk to operatives and would most closely match the space required to store the existing wheeled bin is a 3 box stack system on wheels. This would provide for separate collection of glass, metal and plastics with a yellow bag being used for collection of paper/cardboard. The capital and revenue cost to supply residents with these receptacles and to collect existing blue-lidded bins would be circa £2M (see 5.3).

- 4.3.6 An additional vehicle and crew would be required to continue to provide a recycling service to flats who are unable to house multiple containers and are serviced by larger wheeled bin. The cost to provide this service would be an additional £19,000 per annum.
- 4.3.7 The Council has previously considered the implementation of food waste kerbside collections both in partnership with the Disposal Authority and individually via contribution from the governments Weekly Collection Fund. Food waste collections are not considered to be financially sustainable without financial contribution from the Disposal Authority to subsidise collections through savings achieved from non-disposal previously and this remains the present position.

4.4 Conclusion

- 4.4.1 The Council has positively developed its kerbside recycling service and achieves a commendable recycling rate of 55.5%. Both separate collection and dual-stream collection methods have been utilised by the Council with dual stream collections outperforming separate collection both in terms of environmental (diverting more waste from landfill) and economical benefit (cost to provide the service).
- 4.4.2 Within Leicestershire the Disposal Authority has secured alternate treatment arrangements for residual waste to ensure that wherever possible recyclable materials not placed in the recycling stream are extracted prior to landfill. This includes the use of Mechanical and Biological Treatment(MBT) to remove recyclable materials to produce a compost like output(CLO) or Refuse Derived Fuel(RDF).

5. FINANCIAL IMPLICATIONS [SJE]

- 5.1 It is recommended as stated in section 2 to continue with the external contract for dry-recycling services until 2018. A full review can be undertaken at this time to consider the financial implications going forward.
- 5.2 As stated in sections 4.3.4 and the tables below, the costs of terminating the existing contract and making alternative collection arrangements is not a viable financial option at this time.

Historical Revenue Costs Analysis

Financial Year	Latest Budget (£)	Kerbside recycling cost (£)	Year-Year Cost Change (£)	Service
2010/11	516,800	516,800	-	Separate collection of glass, metals and textiles
2011/12	448,800	483,061	- 33,739	Transitional year from multi containers to bin and caddy
2012/13	195,800	195,231	-287,830	Dual Stream Step 2 wheeled Bin and Caddy
2013/14	212,390	203,575	+8,344	Dual Stream wheeled Bin and Caddy

The difference of £516,800 less £203,575 to give £313,225 is the variance in revenue cost associated with the separate collection of paper, glass, metals and plastic compared to the current system.

5.3 Capital and revenue costs to supply replacement containers to facilitate separate collection of glass, paper, metal and plastic (based on supplier quotes)

Item	Cost (£)
3 box stack system 46,240 properties*	1,734,000
Yellow bag 46,240 properties*	64,736
Collection and recycling of wheeled bins and caddies	70,000
Delivery of containers to residents	55,000
Total	1,923,736

**excludes flats with communal bin service*

6. LEGAL IMPLICATIONS [MR]

- 6.1 The Directive's provisions enable a local authority to make an assessment of the impact of compliance with those provisions and to take a decision based on that perceived impact. In the absence of any formal guidance from the government it would seem reasonable for HBBC to make its assessment based on the "Route map"
- 6.2 The report provides a sufficiently robust assessment to enable the council to take a reasoned view on whether or not it is economically or environmentally practicable to implement separate collection arrangements

7. CORPORATE PLAN IMPLICATIONS

- 7.1 Recycling collections contribute to the Corporate Plan aim:

"Reduce our impact on the environment": The Councils experience of employing a kerbside recycling service collecting separate materials with multiple containers does not provide the same level of landfill diversion as that provided by a dual stream service with wheel-bin and caddy system.

- 7.2 "Efficient, effective and proactive services": There would be significant increase to service costs for the Council to return to separate collection services.

8. CONSULTATION

- 8.1 Residents complete an annual service satisfaction survey. The results detailed at table 4.2 show the highest levels of satisfaction for the recycling service were attained following implementation of the dual stream service in April 2012.

9. RISK IMPLICATIONS

- 9.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.
- 9.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.

9.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant Risks		
Risk Description	Mitigating actions	Owner
Impact on customers – customers would see the return to multi-collection as a backward step	Retain dual stream collection method following review of existing arrangements against Waste Route Map	Darren Moore
Capital and revenue: Negative impact on Councils MTFS to reintroduce separate collection of glass, paper, metal and plastic against existing budget pressures and budget reductions following cuts in government funding	Retain dual stream collection method following review of existing arrangements against Waste Route Map	Darren Moore
Impact on environment: reduction in recycling rate and missed opportunity to divert more waste from landfill: Previous experience shows dual stream collections divert more waste from landfill	Retain dual stream collection method following review of existing arrangements against Waste Route Map	Darren Moore

10. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

10.1 Recycling services are provided to all residents. A bag and box system is retained for a limited number of properties where there are difficulties with access issues. The Council operates an assisted collection service for occupancies whereby residents are not able to present their bins themselves.

11. CORPORATE IMPLICATIONS

11.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications (reduced recycling performance)
- Human Resources implications (addition staff and health and safety of operatives particularly in respect of manual handling)

Background papers: Waste Regulations Route Map

Contact Officer: Darren Moore x5976
 Executive Member: Councillor Bill Crooks

EXECUTIVE 17 DECEMBER 2014

ON-FARM COMPOSTING CONTRACT EXTENSION
REPORT OF CHIEF OFFICER (ENVIRONMENTAL HEALTH)



Hinckley & Bosworth
Borough Council

A Borough to be proud of

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

To seek Executive approval for an extension to the On-Farm Composting contract with J & F Powner Ltd (Powners) to March 2017 to enable future provision of the service to be determined.

2. RECOMMENDATION

That Executive approves an extension to the On-Farm Composting contract with J & F Powner Ltd to March 2017 under 4.2 of the Contract Procedure Rules.

3. BACKGROUND TO THE REPORT

HBBC currently collects garden waste across the borough and has its own contracts with two contractors for the disposal of the garden waste through the On-Farm Composting Contracts. Leicestershire County Council (LCC) has stated that it intends to cease the payment of recycling credits for green waste from 1 April 2015. It has also advised that it will give direction as the Waste Disposal Authority to HBBC to use facilities under its own recently tendered green waste disposal contract from this time. Their appointed contractor operates from the same site at Grendon as currently contracted to HBBC for 1,000 tonnes of green waste mainly from the western parishes. Officers have discussed with LCC the continued use of a local facility currently under contract to HBBC at Powners site at Aston Flamville due to its close proximity to the main collection area. To deliver all green waste to the LCC appointed contractor at Grendon would significantly increase costs and due to the long transit time requiring additional vehicles and crews. LCC has indicated that as long as there is no cost increase to the disposal authority, they will agree for HBBC to continue the existing contractual arrangement at Aston Flamville for 2015/16 and 2016/17. LCC will repay to HBBC the disposal costs (gate charges) incurred instead of recycling credits. There will still be the net loss to the Council's waste management operational budget of approximately £350,000 which has been the subject of other reports to Executive and Council.

Discussions and possible public consultation relating to the future provision of the green waste service including possible charging for green waste is unlikely to be completed until next summer at the earliest. This would cause problems in tendering for future provision. To enable these discussions to take place and to provide certainty as to disposal arrangements for the present and any future service, it is requested that the existing contract with J & F Powner Ltd is extended from November 2015 to March 2017. Negotiations have secured a reduction in the gate fee charged to match that of the LCC contract and therefore this will be cost neutral to the authority. It is also lower than the current contract price. Therefore a request is made under the Contract Procedure Rules to extend the contract (see Legal Implications below for further detail).

4. FINANCIAL IMPLICATIONS [SJE]

- 4.1 If the contact extension is granted, budgets will be built and approved as part of the budget setting process for 2015/16.

- 4.2 It is envisaged that approximately 9,000 tonnes of garden waste would be collected in a financial year. The contracted price per tonne will match the County rate. Therefore, an expenditure budget would be required of approximately £160,000 to pay for gate charges.
- 4.3 As County have agreed to reimburse these costs, an income budget would be required also for £160,000. Therefore, financially, there would be no overall impact on the Council as a result of this contract extension.

5. LEGAL IMPLICATIONS (SB)

The existing contract with Powners can be extended within its current terms to 22nd November 2015.

Under paragraph 4.2 of the Contract Procedure Rules, a contract can be further extended without inviting tenders where the proposed extension is at a value not greater than the original contract sum plus RPI, and it is considered that a further tendering process is unlikely to result in a reduced contract sum. This is subject to Executive approval.

The extension will be achieved legally through a variation to the existing contract, which will ensure that the extension is on the same terms as already agreed with the supplier, but will also capture the reduced cost agreed and extended term.

6. CORPORATE PLAN IMPLICATIONS

Green waste collections contribute to Cleaner and Greener Neighbourhoods.

7. CONSULTATION

Discussion with LCC

8. RISK IMPLICATIONS

- 8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.
- 8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.
- 8.3 Details of significant risks and opportunities are provided below. It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.

Risk Description	Mitigating actions	Mitigation Owner
Increased costs due to direction to use LCC disposal location	Provision of disposal contract for HBBC	Darren Moore

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

This will be considered in full as options are further developed.

10. **CORPORATE IMPLICATIONS**

By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers: None

Contact Officer: Rob Parkinson / Darren Moore x5782

Executive Member: Cllr Bill Crooks

Appendix 1

Estimated impact of revised Green Waste Proposals

	Option 1 Current with new Demand	Option 2
Service Type	Free Service	Chargeable
Charge	N/A	25
% properties take-up	84.00%	41.00%
Tonnes (based on Av Tonnes/Household) (average Green tonnes in 2011/12 and 2012/13)	10,306	5,308
No of Properties	38,640	18,860
INCOME		
Income from Recycling Credits (£47.10 per tonne)	485,413	249,985
Income from 2nd bin rental in 2012/13	14,293	N/A
Income Bin Rental from new options	N/A	471,500
Income at DD Price (nil)		0
Income at price for Benefit recipient (nil)		0
Income from Bin Rental	14,293	471,500
Total income	499,706	721,485
Gate fee for Disposal @ £18.56	191,279	98,508
Estimated collection costs of old Bins	0	70,000
Income from sale of old bins @ £180/tonne	0	(49,846)
Internal charge for invoicing	0	107,502
Cost of 3 Green Waste crews		
(a) Salaries for 3 x crews of 3	192,000	192,000
(b) Vehicle lease, repairs and fuel	179,340	179,340
(c) Agency	32,000	0
(d) Additional Transport Costs	59,760	
Total Expenditure	654,399	597,504
Income less Expenditure	(154,694)	123,981
Exclude one off Costs of bin collection and disposal		20,154
Net annual (cost) / income	(154,694)	103,827
Internal Invoicing reduction in charges to other Services		51,000
Additional income for authority		154,827

Appendix 2: Data from other East Midlands Councils

Performance of existing schemes in the East Midlands are provided below:

Authority	Avg Annual Household Income*	Price charged per Bin	Chargeable Take-up	Free Service Take-up previously
Gedling (GDC)	£32,586	£34	16%	Charged for a number of years
Melton (MBC)	£34,147	£32	30%**	72%
Charnwood (CBC)	£32,311	£26 (£15 DD)	41%	Charged for a number of years
Rushcliffe (RDC)	£40,387	£25	57%	86%
Blaby (BDC)	£34,320	£20	42%	Charged for a number of years
<i>Hinckley HBBC</i>	£31,980	TBD	TBD	84%

2011/12 Data

* Office of national Statistics 2007/08 Neighbourhood Statistics

** based on part data for 2012/13

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EXECUTIVE 17 DECEMBER 2014

CIVIL ENFORCEMENT: PROPOSAL TO DELIVER PARKING ENFORCEMENT IN HOUSE REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)

WARDS AFFECTED: HINCKLEY AND MARKET BOSWORTH

1. PURPOSE OF REPORT

- 1.1 To seek Executives approval to run the Car Parks Enforcement Service in house from April 1 2015.

2. RECOMMENDATION

- 2.1 That Executive approves the termination of the parking enforcement arrangements with Harborough District Council.
- 2.2 That Executive approve the establishment of in house civil enforcement provision as outlined within the report.
- 2.3 That Executive agree the budget changes as agreed in the financial implications section of this report.
- 2.4 That Executive delegate authority to the Head of Street Scene Services and the Executive lead for car parks to implement these changes.

3. BACKGROUND TO THE REPORT

- 3.1 Civil enforcement across Leicestershire is currently provided in partnership by the Leicestershire Parking Partnership which consists of the 7 district councils and Leicestershire County Council in accordance with the Joint Working DPA Agreement Relating to the Decriminalised Enforcement of Parking in Leicestershire ("the DCE Agreement"). This Agreement does not contain the detailed arrangements for the Enforcement by each district or borough, but assumes each will be responsible for its own arrangements and that Leicestershire County Council is responsible for providing the notice processing (processing of fines for parking contraventions).
- 3.2 Under a separate agreement with Harborough District Council dated 12 September 2009 ("Enforcement Services Agreement") Hinckley's Enforcement Services are undertaken by Harborough who provides 1.7 FTE Civil Enforcement Officers for the purposes of enforcement of off-street parking at HBBC car parks.
- 3.3 On Street parking enforcement is the responsibility of LCC and is not affected by the recommendations contained within this report.
- 3.4 To reduce costs, Officers propose that Enforcement Services Agreement with Harborough District Council is terminated and that HBBC employ the Civil Enforcement Officers directly and run the service in house. The savings are detailed in section 4 of this report. No changes are proposed to the processing of fines by Leicestershire County Council as HBBC could not currently deliver this more efficiently. Notice was given to Harborough District Council on 27 March 2014 of the intention to leave the partnership as of 31 March 2015.
- 3.5 To reflect the reduction in car parking provided by HBBC (following the closure of car parks for the Bus Station redevelopment), a reduction from 1.7 FTE Civil Enforcement Officers to 1.4 FTE is proposed.

- 3.5 To reflect the residents' priority for clean neighbourhoods, the Civil Enforcement Officers will also be authorised to issue fixed penalty notices for environmental crimes such as dog fouling and littering including the new powers under the Antisocial Behaviour Crime and Policing Act 2014.
- 3.7 In order to continue to work efficiently with the Leicestershire parking partnership it is proposed that all enforcement officers (on and off street) continue to be based within the Hinckley Hub; that equipment continues to be shared; and that HBBC staff issue PCN's for on street offences when they see them for a fixed fee (to be agreed with LCC).
- 3.8 A car park enforcement policy will be developed to ensure fair and consistent enforcement across HBBC's car parks. This will reflect the Parking Places Order which is the legal basis for all enforcement and adhere to the procedure in the DCE Agreement (see legal implications).
- 3.9 This proposed change also gives HBBC flexibility to change enforcement priorities and practices quickly to reflect parking behaviour and environmental crime. This increased responsiveness will enable the more efficient deployment of our staffing resources.
- 3.10 Parking enforcement was previously run in house by HBBC and the capacity and expertise necessary to employ our own enforcement officer's remains.

4. FINANCIAL IMPLICATIONS [IB]

- 4.1 Harborough District Council currently charge for processing fines. The budget for 2014/15 is £58,000. In 2015/16 this is estimated to increase to £61,650. If the service was run by HBBC, the estimated cost including support services would be £53,310 annually. There would also be one off costs in 2014/15 of £100. The cost breakdown is summarised below.

	2014/15	2015/16	Comment
	£	£	
Salary Costs	0	43,080	1.7 employees and reallocation of duties.
Overtime	0	500	
Other Employee Costs	100	200	
Fuel	0	300	
Supplies and Services	0	1,670	Equipment, Uniforms, Telecommunications etc
Support Service Costs	0	7,560	HR, Finance, Accountancy & Accommodation
Total Costs	100	53,310	

- 4.2 The estimated saving in 2015/16 based on the current 2014/15 budget is £4,690. Based on the estimated charge for 2015/16 the saving would be £8,340.
- 4.3 Additional savings would arise from the reallocation of support service costs. These are estimated to be £5,670 for the General Fund and £1,890 for the HRA.

5. LEGAL IMPLICATIONS [EH]

- 5.1 The Leicestershire Parking Partnership is governed by the DCE Agreement and commenced in July 2007 when parking enforcement was decriminalised and local authorities became responsible for parking enforcement. It is not proposed that we withdraw from this agreement, we would still be a member of the Partnership and utilising the Central Processing Unit and governed by the agreements in that agreement with regards to the Parking Board in relation to policy development, consultation and other matters.
- 5.2 The Enforcement Agreement with Harborough District Council is the agreement which is proposed for termination. In accordance with clause 4.2 and 4.3 this agreement can be terminated with 12 months written notice.
- 5.3 Under clause 4.5 and 17.5 of the Enforcement Agreement we are liable upon termination to pay to Harborough District Council a reasonable proportion of its exit costs incurred, including any staffing costs. It is not set out in the agreement what these costs are so they would be for the parties to negotiate them (if any).
- 5.4 By operation of clause 8.1 and 8.5 TUPE applies to this agreement and we will be required to comply with any obligations under TUPE as a consequence of bringing the service back in house. This may mean as a consequence of termination there is a requirement to transfer over to HBBC staff from Harborough District Council who provided the service. The process for compliance with this obligation is set out at clause 8.5 of the agreement.
- 5.5 Under the DCE Agreement there are obligations we will need to ensure our officers comply with, including the Operation Procedures for Enforcement – which contains the way the service should be conducted. This document is approved by the Parking Board and under the DCE Agreement we are required to ensure compliance with this, along with other provisions and procedures, including financial procedures.

6. CORPORATE PLAN IMPLICATIONS

- 6.1 Car parks contribute to a vibrant economy, and parking enforcement ensures car parks are used appropriately, deters incorrect usage, deters non payment of pay and display charges, and ensures a turnover of vehicles to ensure spaces are available for users.

7. CONSULTATION

- 7.1 LCC and Harborough District Council have been consulted on the changes.

8. RISK IMPLICATIONS

- 8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.
- 8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.
- 8.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
Reduced resilience if long term staff absence.	Proactively manage absence in line with corporate procedures. Utilise agency / increased hours to cover long term vacancies – supplementary budgets may be necessary if long term absence occurred.	Caroline Roffey
Knowledge of parking enforcement matters.	Refresher training for car parks officer. Remain part of the Leicestershire parking partnership and continue membership of the British Parking Association.	Caroline Roffey
Capacity to effectively supervise enforcement officers and manage parking enforcement	Ensure Officer given sufficient time to establish effective staff and procedures at the start of this project, and then ongoing	Caroline Roffey / Jackie Lee

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 This proposal does not affect the service delivered to the public, only the method of delivery.

9.2 Enforcement is minimal on car parks where no charges are made (in the rural areas).

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications – agreements will be put in place to share IT with HDC
- Asset Management implications
- Human Resources implications

As the council is bringing a service back in house then TUPE does apply. In terms of the number of employees in scope to transfer - HR has been advised that currently Harborough are carrying excess vacancies for the service. Furthermore HR has been advised that the operational managers at Harborough and HBBC have had dialogue and agreed that there will 0 staff in scope to transfer due to vacancy levels.

There is a small risk however that when consultation commences with those staff concerned they may invoke a right to transfer under TUPE to HBBC. This is not clear at this stage.

Planning Implications

- Voluntary Sector

Background papers:

Contact Officer: Rob Parkinson
Executive Member: Councillor Stuart Bray