

# Public Document Pack

**Steve Atkinson** MA(Oxon) MBA FIoD FRSA  
Chief Executive

Date: 18 March 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, Hinckley Hub on **WEDNESDAY, 26 MARCH 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 purple ink, appearing to read 'Helen Rishworth'.

Helen Rishworth  
Communications & Democratic Accountability Officer

## EXECUTIVE - 26 MARCH 2014

### A G E N D A

1. APOLOGIES
2. MINUTES OF PREVIOUS MEETINGS (Pages 1 - 8)  
To confirm the minutes of the three meetings held on 21 & 22 January and 13 February 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. HINCKLEY MARKET SUBSIDY (Pages 9 - 14)  
Report of the Deputy Chief Executive (Community Direction).
7. VCS SUPPLEMENTARY BUDGET REQUEST (Pages 15 - 22)  
Report of the Deputy Chief Executive (Community Direction).
8. LEICESTER & LEICESTERSHIRE STRATEGIC ECONOMIC PLAN, CITY DEAL & EUROPEAN FUNDING (Pages 23 - 34)  
Report of the Deputy Chief Executive (Community Direction).
9. STATEMENT OF COMMUNITY INVOLVEMENT (Pages 35 - 38)  
Report of the Deputy Chief Executive (Community Direction). The consultation draft is available on the council's website as part of the agenda documentation.
10. COUNCIL TAX, NON-DOMESTIC RATES & HOUSING BENEFIT OVERPAYMENT WRITE-OFFS (Pages 39 - 42)  
Report of the Deputy Chief Executive (Corporate Direction).
11. REVIEW & ALIGNMENT OF EXISTING POLICIES / GUIDELINES FOR THE REVENUES & BENEFITS SERVICE (Pages 43 - 48)  
Report of the Deputy Chief Executive (Corporate Direction). The information contained within the appendices, which are available on the council's website, is summarised in the report, but you may wish to view them online for more detailed background information.
12. MALLORY PARK (To Follow)  
Report of the Chief Executive attached.
13. CAR PARKING UPDATE (To Follow)

14. OPTIONS FOR NEIGHBOURHOOD ACTION FACILITY IN THORNTON (Pages 49 - 56)  
Report of the Deputy Chief Executive (Community Direction).
15. TENANCY CONDITIONS (Pages 57 - 92)  
Report of the Deputy Chief Executive (Community Direction).
16. ISSUES ARISING FROM OVERVIEW & SCRUTINY  
(If any)
17. ANY OTHER ITEMS OF BUSINESS WHICH THE CHAIRMAN DECIDES HAVE TO BE DEALT WITH AS MATTERS OF URGENCY
18. MATTERS FROM WHICH THE PUBLIC MAY BE EXCLUDED  
To consider the passing of a resolution under Section 100A(4) of the Local Government Act 1972 excluding the public from the undermentioned item of business on the ground that it involves the likely disclosure of exempt information as defined in paragraphs 1, 2, 3 and 10 of Schedule 12A of that Act.
19. TRANSFORMING HOUSING & COMMUNITY SAFETY SERVICES (Pages 93 - 106)  
Report of the Deputy Chief Executive (Community Direction).

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# Agenda Item 2

## HINCKLEY AND BOSWORTH BOROUGH COUNCIL

### EXECUTIVE

21 JANUARY 2014 AT 5.45 PM

PRESENT: Mr SL Bray - Chairman  
– Vice-Chairman  
Mr DM Gould, Mr MT Mullaney and Ms BM Witherford

Members in attendance: Councillors Mr PR Batty

Officers in attendance: Steve Atkinson, Bill Cullen, David Kiernan, Rebecca Owen and Sally Smith

366 APOLOGIES

Apologies were submitted on behalf of Councillor Cope.

367 DECLARATIONS OF INTEREST

No interests were declared at this stage.

368 HINCKLEY AND BOSWORTH LOCAL PLAN (2006 - 2026): SITE ALLOCATIONS AND DEVELOPMENT MANAGEMENT POLICIES DEVELOPMENT PLAN DOCUMENT - PRE-SUBMISSION DOCUMENT

The Executive gave consideration to a report which sought support to consult on the Site Allocations and Development Management Policies Development Plan Document (DPD) pre-submission version, sustainability appraisal, consultation report and supporting documents. On the motion of Councillor Bray, seconded by Councillor Witherford, it was

RESOLVED –

- (i) the publication of the pre-submission draft be endorsed;
- (ii) the planned submission of the documents to the Secretary of State for Examination in Public following analysis of the representations received during the consultation period be noted.

(The Meeting closed at 5.46 pm)

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CHAIRMAN

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HINCKLEY AND BOSWORTH BOROUGH COUNCIL

EXECUTIVE

22 JANUARY 2014 AT 6.30 PM

PRESENT: Mr SL Bray - Chairman  
Mr DC Bill MBE – Vice-Chairman  
Mr DS Cope, Mr DM Gould, Mr KWP Lynch, Mr MT Mullaney and Ms BM Witherford

Officers in attendance: Steve Atkinson, Chris Colbourn, Bill Cullen, Edwina Grant, Simon D Jones, Sanjiv Kohli, Rebecca Owen, Katherine Plummer, Sally Smith and Sharon Stacey

380 MINUTES

On the motion of Councillor Bray, seconded by Councillor Bill, it was

RESOLVED – the minutes of the meeting held on 20 November 2013 be confirmed and signed by the Chairman.

381 ADDITIONAL URGENT BUSINESS BY REASON OF SPECIAL CIRCUMSTANCES

It was noted that the Chairman had accepted a late report which was deemed urgent due to a decision having to be made prior to the date of the next Executive meeting. The report had been circulated to members and the Chairman of the Scrutiny Commission had been informed in accordance with Executive Arrangements.

382 DECLARATIONS OF INTEREST

No interests were declared at this stage.

383 FEES & CHARGES 2014/15

The Executive considered the proposed schedule of fees and charges. On the motion of Councillor Lynch, seconded by Councillor Gould, it was

RESOLVED –

- (i) the Fees & Charges book for 2014/15 be approved;
- (ii) those fees and charges set externally by partners, but subject to Executive endorsement, be noted.

384 HOUSING REVENUE ACCOUNT RENT SETTING 2014-15

The Executive gave consideration to the proposed rent levels for 2014/15. Concern was expressed that some residents had been affected by reduction in Council Tax support and reduced benefits and this should be balanced against improvements required in housing stock. Members gave consideration to a briefing note, circulated in advance of the meeting, which provided further background information on this balance, alongside information on increases proposed from other Districts in Leicestershire which managed their own housing stock. Based on this, the Executive felt that the increase proposed did not provide the appropriate balance, although it was a lower increase than the majority of other authorities in Leicestershire. On the motion of Councillor Lynch, seconded by Councillor Mullaney, it was

RESOLVED – the rent increase of 3.99% for 2014/15 be approved.

385 NATIONAL NON-DOMESTIC RATES BASELINE 2014/15

Members were informed of the timescales for the NNDR1 Baseline 2014/15. On the motion of Councillor Lynch, seconded by Councillor Bill, it was

RESOLVED –

- (i) the requirements and timescales for approval of the NNDR1 form be noted;
- (ii) delegated authority to the Deputy Chief Executive (Corporate Direction) to approve the NNDR baseline be granted.

386 ARMED FORCES COMMUNITY COVENANT

The Executive welcomed the proposed implementation of an Armed Forces Covenant in Hinckley & Bosworth in order to encourage support for the armed forces, recognise and remember the sacrifices faced, assist them to integrate into the community and to encourage community engagement. It was noted that not only did members of the armed forces take part in active duty, but they also assisted in aid efforts both in the UK and overseas.

Members requested that the information be updated regularly and members be kept informed. In response it was stated that the Covenant was a commitment into the future and also that it would be publicised and a dedicated web page would be set up.

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

RESOLVED –

- (i) Councillor David Cope be confirmed as lead member for the Armed Forces, supported by the Cultural Services Manager;
- (ii) the measures outlined in the Covenant be approved and the Covenant be signed and implemented.

387 PROPOSED RESPONSE TO THE LEICESTERSHIRE COUNTY COUNCIL MINERALS & WASTE LOCAL PLAN ISSUES CONSULTATION

The Executive was informed of Leicestershire County Council's consultation on its 'Minerals & Waste Local Plan Issues Document' and potential impacts on Hinckley & Bosworth Borough Council. During discussion, the following points were raised:

- The need to challenge the site selection process;
- Concern that transfer sites on the A5 had been turned down due to conflicting with policy, as the County Council suggested they should be in or close to main urban areas;
- Concern regarding the residue from waste sites and impact on residents.

It was agreed that the concerns would be included in the council's response to the consultation. On the motion of Councillor Bray, seconded by Councillor Bill, it was

RESOLVED – the proposed response to Leicestershire County Council be endorsed and the abovementioned comments be included.



388 BOSWORTH BATTLEFIELD - THE WAY FORWARD

Consideration was given to the Bosworth Battlefield: The Way Forward Conservation Management Plan prepared on behalf of Leicestershire County Council and English Heritage. Members acknowledged that the story of Richard III was now known all over the world, yet concern was expressed that none of it related back to Bosworth.

RESOLVED –

- (i) the study be approved for use as part of the evidence base for the Local Plan;
- (ii) support be given for participation in a community-led local partnership with key stakeholders on matters such as rights of way, access and conservation issues relating to the Battlefield and wider area.

389 ANTI POVERTY STRATEGY - APPROACH GOING FORWARD

Members were informed of progress in relation to the Anti Poverty Strategy and action plan. Concern was expressed that the number of households in poverty was not decreasing and that this action plan should assist the council and its partners in being proactive in order to support the community. On the motion of Councillor Witherford, seconded by Councillor Gould, it was

RESOLVED – the proposed revised approach be supported.

390 PROGRESS REPORT RE ESTABLISHMENT OF HINCKLEY & BOSWORTH VOLUNTARY & COMMUNITY SECTOR ARRANGEMENTS

The Executive was updated on progress in establishing a locality based Voluntary & Community Sector hub, forum and commissioning board. It was reported that more work was being undertaken to bring support networks together. The importance of continuing support in the future and also of supporting the community houses was emphasised. It was moved by Councillor Bill, seconded by Councillor Witherford and

RESOLVED –

- (i) the progress be endorsed and recommendations for continued development of the VCS locality arrangements be supported;
- (ii) it be RECOMMENDED that a further review of levels of development funds required to support the ongoing development of the VCS arrangements be undertaken.

391 CLIMATE LOCAL

Members were advised of the Climate Local commitments following the Executive's decision to become a signatory. On the motion of Councillor Gould, seconded by Councillor Bill, it was

RESOLVED – the Climate Local Commitments Action Plan 2014-17 be approved.

392 CITY DEALS

The Executive was updated on the implementation of the Coventry and Warwickshire City Deal and was also informed of the Joint Economic Strategy. On the motion of Councillor Bray, seconded by Councillor Bill, it was

RESOLVED – Council be RECOMMENDED to

- (i) endorse the Coventry and Warwickshire City Deal;
- (ii) approve the cost sharing proposal as recommended by the Chief Financial Officers of the City Deal local authority partners;
- (iii) agree to fund the Council's share of the estimated year 1 costs of City Deal of £16,290 to be funded from the designated 'City Deals Reserve';
- (iv) support the approach of applying to European Union and Single Local Growth Fund to support the on-going costs for City Deal, taking into account any match funding requirements.

(The Meeting closed at 6.58 pm)

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CHAIRMAN

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

EXECUTIVE

13 FEBRUARY 2014 AT 5.00 PM

PRESENT: Mr SL Bray - Chairman

Mr DS Cope, Mr WJ Crooks, Mr DM Gould, Mr KWP Lynch, Mr MT Mullaney and Ms BM Witherford

Members in attendance: Councillors Mr PR Batty, Mr JS Moore and Mr K Morrell

Officers in attendance: Steve Atkinson, Bill Cullen, Sanjiv Kohli and Rebecca Owen

402 APOLOGIES

Apologies were submitted on behalf of Councillor Bill.

403 DECLARATIONS OF INTEREST

No interests were declared at this stage.

404 SUPPLEMENTARY BUDGET

The Executive gave consideration to a report which recommended approval of a supplementary budget of £27,149.25 to fund the costs application awarded against the Council in the course of the planning appeal for development off Britannia Road, Burbage.

Discussion ensued regarding members' disappointment with the Inspector's decision and the number of appeals that had been allowed over recent months. It was felt that the NPPF appeared to favour developers rather than the community and members were generally in agreement with the sentiment that they should support the residents despite the threat of appeals. It was noted that financial provision was being recommended in the budget report to Council to help cover the costs of forthcoming appeal awards but it was hoped that with progress on the Housing Allocations Development Plan Documents that the Council's position could be strengthened at any subsequent appeals.

It was moved by Councillor Bray, seconded by Councillor Crooks, and

RESOLVED – a one off supplementary budget of £27,149.25 to fund the costs application awarded against the Council, financed from the General Fund in-year savings be approved.

(The Meeting closed at 5.20 pm)

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CHAIRMAN

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**EXECUTIVE: 26 MARCH 2014**

**REPORT TITLE: HINCKLEY MARKET SUBSIDY**

**REPORT OF: DEPUTY CHIEF EXECUTIVE – COMMUNITY DIRECTION**



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## **1. PURPOSE OF REPORT**

- 1.1 To provide a financial trading position statement on Markets and to seek Executives views on the financial subsidy required to support the Hinckley Markets in 2014/15.

## **2. RECOMMENDATIONS**

- 2.1 That Executive supports the financial subsidy of £14,472, as detailed in section 6 for 2014/15 which is a 70% reduction on the level of subsidy from 2012/13.
- 2.2 That Executive recognises the difficult economic trading circumstances facing Market traders and note the positive work that Officers are undertaking to reduce the net operating loss.
- 2.3 That Executive approves two corresponding supplementary budgets as follows:
- a decrease in the Market expenditure budget of £29,300 (market contract saving)
  - a reduction in the Market income budget of £25,010 (market rental reduction £30,510 offset by additional rental income £5,500)

And note the net impact would be a £4,290 saving to the overall budget position 2014/15.

## **3. BACKGROUND**

- 3.1 National Overview - over a third of markets have shown a decline in trader numbers over the last two years, 34% in total showing a decrease. Incomes have also been hit, in line with trader numbers, with 37% of markets showing a decline in income. *Source NABMA*
- 3.2 Local Picture - Hinckley Market was in decline during the mid 2000's, but with the appointment of a new Markets Superintendent, investment into new stalls and strong political support, the performance of the markets started to improve. Income went from around £110,000 per annum to a high of £191,000 during 2008/2009. This was mainly driven by the improvement of the Friday Market from a bric-a-brac market into a general market. However, since the economic downturn income had dropped significantly.
- 3.3 In 2009 there were 119 traders per week but in 2013 this has reduced to 97, this represents a reduction of around 22 traders per week or 18%.
- 3.4 Key reasons for the reduction of income include:
- Economic downturn
  - Poor weather
  - High fuel prices
  - Ageing traders who are retiring
  - Competition from Pound shops
  - Internet shopping
- 3.5 The Market Development Group, consisting of Traders, HBBC, including Street Scene, Hinckley BID and Councillor representation, have all been proactive in the quest to increase income and to seek efficiency savings.

#### 4. FINANCIAL SUMMARY

4.1 The table below sets out the income generated for the Markets:

Year	Income	Average Stall No's
2007/08	£180,000	56
2008/09	£191,000	58
2009/10	£183,000	60
2010/11	£170,000	57
2011/12	£170,000	55
2012/13	£153,000	53
2013/14 budget	£184,000	55
2013/14 forecast actual	£154,000	55
2014/15 original budget	£184,000	55

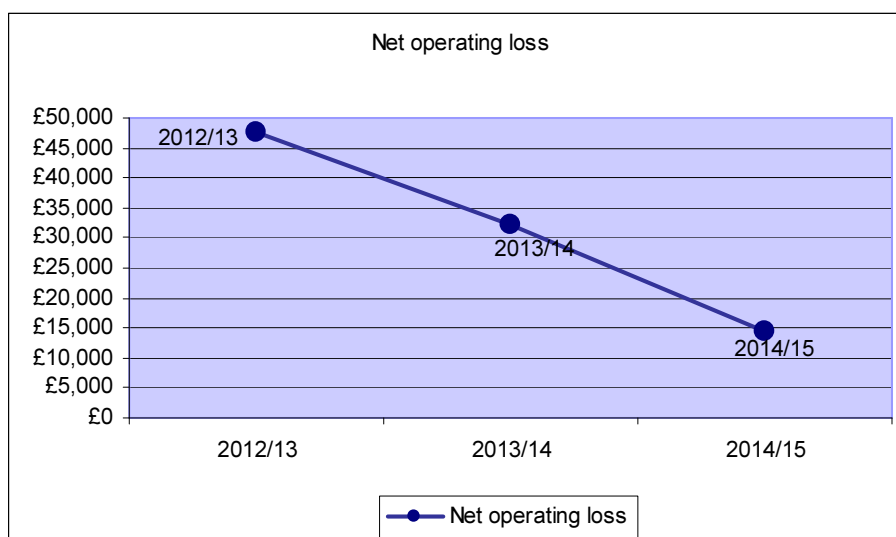
4.2 The table below summarises the 'Net Operating Loss' made in 2012/13 financial year.

2012/13	Budget	Actual
Expenditure (including recharges)	£196,250	£201,023
Income	(£183,510)	(£153,269)
<b>Net Operating Loss</b>	£12,740	<b>£47,754</b>

4.3 The table below compares the budgeted and forecasted 2013/14 income/expenditure position

2013/14	Budget	Actual (Forecasted) Dec 2013	Budget to Actual variation
Expenditure	£219,890	£185,140	£34,750
Income	(£183,510)	(£153,000)	(£30,510)
<b>Net Operating Loss</b>	£36,380	<b>£32,140</b>	<b>£4,240</b>

This shows a reduction in subsidy from 2012/13 and it is predicted the subsidy will drop even further for 2014/15.



4.4 The expenditure savings of £34,750 as stated in 4.3 are largely due to a predicted saving in payments to refuse collection (the markets operational account) of £31,000. This is to reflect the reduced level of labour required to erect and dismantle stalls as discussed in 5.2. The remaining savings of £3,240 are due to savings in supplies and services. To ensure that the contract savings are genuine and not creating a budget pressure in another service area, the table below shows the forecast budget position for the markets operational account. Although

the reduced level of activity will decrease the income received by this service area, a corresponding decrease in expenditure is also forecast to reflect that agency and overtime payments will not longer be required to fund this activity. On this basis, the net budget is forecasting no variance.

<b>2013/14</b>	<b>Budget</b>	<b>Actual (Forecasted) Dec 2013</b>	<b>Budget to Actual variation</b>
Expenditure	£90,630	£59,630	£31,000
Income	(£91,300)	(£60,300)	(£31,000)
<b>Net position</b>	<b>(£670)</b>	<b>(£670)</b>	<b>0</b>

## **5. IMPROVING FINANCIAL PERFORMANCE**

### 5.1 Sustaining Income levels

- Additional income Sunday car boot
- Enhanced marketing seeking new traders
- Stallholders now pay in advance of trading
- Increased the number of Christmas Markets
- Rental fees have not been increased since 2008. We are proposing that next April an inflationary increase in fees will apply resulting in additional income circa (£5,445).
- Improvements in the way the Council manages its debt recovery from Traders.

### 5.2 Reducing expenditure

Following positive consultation with Town Centre Partnership and LCC Highways, the erection/take down of the market stalls commenced in May 2013. This has been well received and no operational issues have been reported. The positive result is that expenditure has been reduced by approximately £30k per annum.

As the stalls remain erected on a Sunday, a consortium of local business, supported by BID, has taken the responsibility for managing a regular car boot/craft fair every Sunday. HBBC receives a small income of £100 per week.

Sunday footfall in the town centre has risen by 85% which has encouraged retail units to open enhancing the retail offer to the public.

### 5.3 Alternative delivery mechanisms have been preliminary investigated into how the markets could be managed. These include:

- Seeking a private operator to manage the markets on behalf of the authority
- Develop a partnership arrangement with Hinckley BID to operate the Markets

Early indication is that both options do not offer the financial incentives required and is felt wouldn't offer the best operating solution. Retaining an 'in house' operation is desirable.

## **6. FINANCIAL IMPLICATIONS (SJE)**

6.1 The financial position for markets for 2013/14 is detailed in section 4.3. Rental income due for the year is forecast to be £153,000 against a budget expectation of £183,510. An income shortfall of £30,510 is therefore expected. That said, changes in set up processes will allow a saving of £31,000 in expenditure to the year end. Therefore, it is currently expected that the net effect of above will ensure a trifling net outturn variance.

6.2 The markets budget for 2014/2015 is detailed below. In light of the issues noted, these budgets have been reviewed and a proposed revision is also included in the table.

<b><u>Expenditure</u></b>	<b>Budget 2014/15</b>	<b>Proposed 2014/15</b>	<b>Movement</b>
	£	£	£
Employee Costs	53,080	53,080	0
Premises Related Expenditure	117,112	87,812	(29,300)
Supplies and Services	6,940	6,940	0
Central Charges	23,440	23,440	0
Capital Charges	1,700	1,700	0
<b>Total Expenditure</b>	<b>202,272</b>	<b>172,972</b>	<b>(29,300)</b>
<b><u>Income</u></b>	<b>(183,510)</b>	<b>(158,500)</b>	<b>25,010</b>
<b>Net position</b>	<b>18,762</b>	<b>14,472</b>	<b>(4,290)</b>

6.3 Given the income levels achieved in previous years, it is proposed that the 2014/2015 income budget should be reduced to the rental levels achieved in 2013/2014. In addition it is proposed that the budget for "premises related expenditure" also reduced to reflect the reduction in costs of set up.

6.4 In light of the issues identified in 2013/14, two supplementary budgets are requested in 2014/15:

- a decrease in the Market expenditure budget of £29,300 (market contract saving)
- a reduction in the Market income budget of £25,010 (market rental reduction £30,510 offset by additional rental income £5,500)

The net impact would be a £4,290 saving to the overall budget position.

6.5 Given the levels of these changes, both supplementary budgets would require approval by Executive in line with Financial Regulations.

6.6 No budget adjustments are required in relation to the Markets Operational Account due to this budget being adjusted as part of the budget preparation process in November 2013.

## **7. LEGAL IMPLICATIONS (AB)**

7.1 None raised directly by this report.

## **8. CORPORATE PLAN IMPLICATIONS**

8.1 The Markets income relates directly to the Borough Council's Corporate Plan in particular:

- Thriving economy
- Safer & Healthier Borough

## **9. CONSULTATION**

9.1 None raised directly by this report.

## **10. RISK IMPLICATIONS**

10.1 A risk has been logged onto the SIP which will allow us to track this matter.

10.2 The key risks are being mitigated by the fact that there are a number of interventions planned.



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

11.1 None raised directly by this report.

**12. CORPORATE IMPLICATIONS**

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

- Community Safety implications
- Environmental implications
- Human Resources implications

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Background papers: SLB reports 23<sup>rd</sup> October 2013 and 14<sup>th</sup> March 2013

Contact Officer: Mark Hryniw, Town Centre Manager, Ext. 5755

Executive Member: Cllr. Stuart Bray, Leader of Council

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**EXECUTIVE – 26TH MARCH 2014**

**REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)**

**RE: SUPPLEMENTARY BUDGET REQUEST IN RESPECT OF HINCKLEY & BOSWORTH VOLUNTARY AND COMMUNITY SECTOR INFRASTRUCTURE PROVISION AND HUB**

**WARDS AFFECTED: ALL WARDS**

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1. **PURPOSE OF REPORT**

- To seek members support for a supplementary budget request for the next 2 years.

2. **RECOMMENDATION**

- To support the recommendation to approve this supplementary budget for the next two years, 2014/15 – 2015/16, totalling £24,660.

3. **BACKGROUND TO THE REPORT**

- 3.1. A report was presented to Executive Committee on 22<sup>nd</sup> January 2014, setting out the progress and key outcomes arising from the new VCS arrangements, in its first year.
- 3.2. Members acknowledged the good progress made, and specifically the effectiveness of the newly established VCS Commissioning Board, in commissioning work to a broad range of VCS organisations, (including smaller VCS organisations, geographical spread, and range in relation to equalities and diversity), to support and maintain good mental health and wellbeing within our communities.
- 3.3. Following the successful three party partnership to establish the new arrangements during 2013/14, the report proposed that going forward Next Generation continues to be the lead organisation, operating as the VCS infrastructure organisation for the locality, to support the ongoing development of the VCS arrangements. (VCS Infrastructure provision is aimed at supporting the establishment, development and sustainability of front line VCS service delivery organisations, and brokering effective joint working between the VCS and the public sector). Please note, CAHB will continue to engage with the new arrangements alongside all other VCS organisations.
- 3.4. N.B. It was also proposed that HBBC will continue to engage CAHB to deliver the community development/cohesion work, and delivery of services via Wykin Community House, as part of a separate SLA to these VCS arrangements.
- 3.5. The report also outlined the proposals for ongoing development of arrangements during 2014/15, including:

- i). Broadening the membership of the VCS Forum and specifically engaging smaller VCS organisations. The role of the Forum in enhancing learning and development, collaboration, communication, and becoming a key mechanism for listening to and capturing the voice of the local people of the Borough, will be paramount in securing sustainability of the VCS within this locality.
- ii). Through the Forum, supporting the VCS to represent itself effectively at HBBC/locality key delivery partnerships/forums to articulate the VCS offer, enabling a greater understanding of the collective offer of both the statutory and VCS sector, and opportunities for improved collaborative working.
- iii). Enable the VCS to position itself effectively for emerging commissioning opportunities, not just via HBBC, but other statutory sectors such as the Clinical Commissioning Groups.
- 3.8. The Executive report recommended that members support the proposals for going forward, including sustaining the agreed funding arrangements. Specifically that the funding arrangements should remain as that agreed for 2013/14, as follows:
- 50% of the costs of each of the Community Houses, which equates to £72,500, be off set by income from the HRA, (with £32,000 ring fenced for the delivery of services for Wykin Community House, via a separate SLA with CAHB). The subsequent savings arising from the General Fund, £40,500, to be ring fenced as a development fund to support the development of the VCS arrangements. ***(Please see Appendix 1 setting out funding sources and allocation in diagram format).***
- 3.9. At the Executive meeting on 22<sup>nd</sup> January 2014 Members approved the recommendations for supporting the ongoing development of the VCS arrangements for 2014/15, including the funding arrangements. **Members also recommended that there should be a review of the funding allocation**, to ensure sufficient funds are in place for the growth and sustainability of our locality arrangements, specifically in light of the impact of the County Council cuts being levied at the voluntary and community sector.
- 3.10. Subsequently, on 4<sup>th</sup> February 2014, a review meeting took place between HBBC (Edwina Grant and Bill Cullen in attendance) with NG lead officers and Trustee representatives including the NG Chair and Treasurer, in their capacity as the VCS Infrastructure body. The purpose of the meetings was to establish the budgetary position of NG for 2014/15, in undertaking the VCS infrastructure provision and the developments required, alongside the broader priorities and business planning process of their organisation.
- 3.11. It was agreed that the priority work streams in delivering the VCS infrastructure role should focus on the ongoing development of the VCS Forum and Commissioning Board arrangements, including all administration, monitoring and review arrangements. As part of these arrangements it was agreed that the ongoing development and maintenance of the VCS database, currently at 1200 entrants, will be a priority in securing increased Forum membership.
- 3.12. In order to deliver the VCS infrastructure provision, and the improvements planned for 2014/15, the Treasurer for NG confirmed they needed to secure an annual budget of at least £60k for this work. **Therefore, additional funds of £12,330 are sought for 2014/15.** (NG report and financial statements for year ended 31<sup>st</sup> March 2013 have been made available).

- 3.13. At this review meeting with NG, it was proposed that during 2014/15, a clear branding be established for the VCS arrangements and VCS infrastructure provision, distinct from NG core business.
- 3.14. NG will continue to develop their broader business plan, in the context of decreasing reserves, which will include options for the use of the NG building which they currently own. Options could include seeking to raise income by charging competitive room hire rates to VCS, statutory and private sector organisations. Currently NG provide a free to use venue for a number of VCS partners including Clockwise Credit Union, Probation Service, Victim Support Service, and Hinckley Bereavement Support Group.
- 3.15. A further option is for NG to relocate and release funds from this capital asset, however, this could impact significantly on the ambition of establishing a town centre VCS community hub, offering a range of provision, such as: recruitment of volunteers, a conducive venue for partner agency outreach workers, a base from which VCS groups can deliver services particularly for the most vulnerable, etc.
- 3.16. It is within this context that Members support is sought in **securing a two year commitment** for the additional funds requested - **£12,330 p.a. totaling £24,660** to develop and establish sustainable VCS arrangements for the locality.
- 3.17. It is recognised that going forward the authority may be required to put out to open competition, the opportunity for other organisations to bid for the delivery of the VCS infrastructure arrangements. However, in retaining some immediate continuity and acceleration in development of the arrangements, it is recommended that this remains with NG during 2014/15.

#### **4.0. FINANCIAL IMPLICATIONS (SJE)**

- 4.1 The Executive Committee report of 22<sup>nd</sup> January 2014 recommended that funding arrangements for 2014/15 should remain as that agreed for 2013/14. Therefore, the following budgets are in place for 2014/15:
- £27,670 General grant expenditure budget for VCS infrastructure provision
  - £40,500 VCS general fund expenditure budget to support the development of the VCS arrangements.
  - £72,500 HRA expenditure budget to fund Community Houses with the general fund
  - £32,000 Income budget to reflect the receipt of income from the HRA to fund the delivery of services for Wykin Community House
  - £40,500 Income budgets to reflect the receipt of income from the HRA to fund the delivery of services for both Barwell and Earl Shilton Community Houses (£20,250 each).
- 4.2 Funding for the Community Houses from the HRA is permitted under the HRA ring fence, on the basis that the property is within the HRA and the provision serves Council tenants. Any additional allocation of funding which is not provided solely for this purpose should be reviewed further to ensure compliance with the ring-fence.
- 4.3 A supplementary budget request is sought for £12,330 in 2014/15. When combined with £27,670 general grant for VCS infrastructure provision, and £20,000 development fund (part of £40,500 general fund expenditure), a total annual budget would be available of £60,000. This would be used in VCS infrastructure delivery & VCS Hub management. The remaining £20,500 would be used by the Locality Commissioning Board for the VCS.

4.4 The Financial Procedure Rules indicate that a supplementary of between £10,001 and £25,000 be approved by the Chief Executive in consultation with the Deputy Chief Executive (Corporate Direction). The supplementary budget will be funded from general fund balances.

4.5 It should be noted that this supplementary budget of £12,330 would need to be included as part of the 2015/16 budget preparation process to secure a two year commitment.

5.0. **LEGAL IMPLICATIONS (MR)**

5.1. The Council's involvement in VCS would seem to fall squarely within the powers granted by the Local Government Act 2000 to promote or improve the economic and social well-being of its area

6.0. **CORPORATE PLAN IMPLICATIONS**

The contents of the report relate to and support the following strategic aims:

- Cleaner and Greener Neighbourhoods
- Thriving Economy
- Safer and Healthier Borough
- Strong and distinctive communities

7.0. **CONSULTATION**

This report has taken account of the ongoing consultation undertaken by NGCC and CAHB in establishing a comprehensive VCS database and Directory, to inform the development of the VCS Forum and Commissioning Board, and the proposals for 2014/15.

10. **RISK IMPLICATIONS**

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

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.

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
Lack of sustainability of key VCS organisations within Hinckley and Bosworth, resulting in no VCS infrastructure arrangements within the locality	Development and sustainability of the H&B VCS locality arrangements	Edwina Grant

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

The utilisation of up to date evidence sources and data, informed via the VCS Forum, VCS Commissioning Board, and VCS database, has helped to inform the need to sustain the VCS arrangements within Hinckley and Bosworth, specifically in supporting our most vulnerable communities, and to focus resources on priority needs across all areas of the Borough, including rural Hinckley and Bosworth.

12. **CORPORATE IMPLICATIONS**

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

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Background papers: None

Contact Officer: Edwina Grant, Ext 5629

Executive Member: Cllr David Bill

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**Hinckley & Bosworth VCS Infrastructure/Hub arrangements 2014/15 (as at 1<sup>st</sup> March 2014)**

**Appendix 1**

**VCS Infrastructure delivery and VCS Hub management**

- NGCC to lead and deliver VCS infrastructure provision within the locality
- Continue to develop VCS Forum and VCS Commissioning Board and supporting arrangements
- Continue to develop positive partnerships with a range of agencies both statutory and VCS integrating into the VCS Hub as appropriate
- Retain and expand delivery of central structure NGCC services
- Secure additional grant funding for both VCS and NGCC service provision

**Funding allocation:**

**£27,670** from General Fund for VCS infrastructure provision.

**Plus £20,000** from ring fenced VCS development fund

**FUNDING ARRANGEMENTS:**

**£27,670** from General Fund (HBBC annual VCS Grant)

**£40,500** savings arising from the General Fund, as a result of HRA funding 50% of community house costs, ring fenced as a development fund for VCS arrangements

**Community Action Hinckley & Bosworth**

- Delivery of services for Wykin Community House, and broader community development/cohesion work

**Separate SLA - Funding**

**allocation £32,000** ring fenced from HRA funds

**Locality VCS Forum**

**Locality Commissioning Board for the VCS**

**Funding allocation:**

**£20,500** from ring fenced VCS development fund to support VCS commissioning

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EXECUTIVE – 26 MARCH 2014

LEICESTER & LEICESTERSHIRE STRATEGIC ECONOMIC PLAN,  
CITY DEAL AND EUROPEAN FUNDING  
REPORT OF THE DEPUTY CHIEF EXECUTIVE (COMMUNITY  
DIRECTION)



Hinckley & Bosworth  
Borough Council

*A Borough to be proud of*

WARDS AFFECTED: ALL WARDS

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1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to provide an overview of the Leicester and Leicestershire Enterprise Partnership's (LLEP) key strategic plans, to show the links to the Council's local growth plan and seek Members' support of the Leicester and Leicestershire Strategic Economic Plan produced by LLEP.

2. RECOMMENDATION

2.1 That Members:

- Endorse in principle Leicester and Leicestershire Enterprise Partnership's Strategic Economic Plan (SEP), delegating the final approvals to the Leader and Chief Executive
- Support the submission of the City Deal (whilst there are still final minor negotiations underway with Cabinet Office), delegating the final approvals to the Leader and Chief Executive
- Receive an outline of the European Structural and Investment Funds (ESIF) Strategy
- Endorse the Hinckley & Bosworth Local Economic Plan.

3. BACKGROUND TO THE REPORT

- 3.1 In July 2013, Government published 'Growth Deals Initial Guidance for Local Enterprise Partnerships'. The remit for Growth Deals is that they will be set up with every Local Enterprise Partnership, building on the success of City Deals, to ensure that no place gets left behind.
- 3.2 Through Growth Deals, Local Enterprise Partnerships can seek freedoms, flexibilities and influence over resources from Government; and a share of the new Local Growth Fund to target their identified growth priorities.
- 3.3 In return, the Government will expect evidence of real commitment from Local Enterprise Partnerships to the growth agenda, including the development of ambitious, multi-year **Strategic Economic Plans**. It also expects local authority members of Local Enterprise Partnerships to take up the challenge of putting economic development at the heart of all they do and work collaboratively across the Local Enterprise Partnership area.
- 3.4 Growth Deals are a partnership between Government and Local Enterprise Partnerships, where the Government will respond to the offers made by Local Enterprise Partnerships in pursuit of the shared objective of growth. Growth Deals will allow greater influence locally over key levers affecting local growth, more local freedoms and flexibilities and access to a funding regime administered by Government known as the Local Growth Fund. The Growth Deal for Leicester and

Leicestershire is currently being negotiated between Government and the LLEP with a view to initial funding being available from April 2015.

- 3.5 Strategic Economic Plans are based on the drivers and barriers to growth specific to the Local Enterprise Partnership area, having regard to national policy on growth, including for example housing, transport, skills, industrial strategy, flooding and rural economies. They are evidenced by strong partnership working, robust arrangements for accountability, and effective collaboration across the Local Enterprise Partnership geography. They must:
- Demonstrate commitment to growth
  - How local capital and revenue funding will be used to deliver growth
  - Collaboration on economic development activities
  - Maximising the synergies with wider local growth programmes (e.g. European Regional Development Fund (ERDF)).

#### 4 THE LEICESTER & LEICESTERSHIRE STRATEGIC ECONOMIC PLAN

- 4.1 The Leicester and Leicestershire Strategic Economic Plan vision is:

*'To create a vibrant, attractive and distinctive place that will ensure a prosperous economy, secure and well-paid jobs and a sustainable environment, through growth by innovative businesses and a highly skilled workforce, making Leicester and Leicestershire destinations of choice for successful businesses'.*

- 4.2 The Leicester and Leicestershire Strategic Economic Plan sets out a wish 'to negotiate a Growth Deal of £252m for the period 2015-2020, with a first year 2015-16 ask of £51.25m. This is against a portfolio of almost £2.2bn of investment of local public and private sector resources, representing a minimum leverage ratio of £9 of investment for every £1 invested through the Growth Deal'.

- 4.3 In addition, it identifies a further €126 million through EU Structural Funds (e.g. ERDF) and £16 million from City Deal.

- 4.4 The priorities outlined in the draft SEP are to:

- Enhance Leicestershire's role as a major economic centre, with an innovative and industrious city at its core
- Unlock the Leicester Strategic Regeneration Area as a major place of transformation creating a thriving, dynamic leading UK City for work, living and cultural activity
- Attract over £2.5 bn private sector investment in the LLEP area by 2020
- Generate 45,000 additional private sector jobs by 2020
- Unleash the innovative potential of our Universities and deliver the Loughborough Science & Enterprise Parks
- Further develop the MIRA Enterprise Zone
- Develop the logistics and distribution sector to create agglomeration effects as far as East Midlands Airport and the Strategic Rail Freight Interchange development by Roxhill
- Reduce levels of unemployment by 50%

- Support 15,000 businesses to accelerate growth and stimulate over 1,000 start ups
- Develop a skilled workforce to meet current and future economic needs
- Increase the proportion of the working age population qualified to NVQ4 so that it is in line with national figures
- Increase GVA from £19bn to £23bn by 2020

4.5 The Cities Minister, Greg Clark, has provided formal feedback to LEPs on their draft SEPs and has met with LLEP on 6<sup>th</sup> February 2014. Each Council has been invited to consider and support the draft Strategic Economic Plan. The current version of the Strategic Economic Plan is available on the LLEP website <http://www.llep.org.uk/SEP> and will continue to be updated during the negotiations with Cabinet Office.

4.6 Due to the timetabling and ongoing negotiations with Government, it is proposed to delegate authority to the Leader and the Chief Executive to approve the final SEP.

4.7 The table below sets out the next stages in the agreement of the Leicester and Leicestershire Strategic Economic Plan and the negotiation of the Growth Deal with Government. All Local Enterprise Partnerships in England are following the same broad timetable.

December 2013	LLEP shared first draft of the Strategic Economic Plan with Government
January 2014	Government provides feedback to LLEP on the Strategic Economic Plan
February/March 2014	Formal approval of the Strategic Economic Plan by local authorities in the LLEP area
27 <sup>th</sup> March 2014	LLEP Board to formally sign off the Strategic Economic Plan
31 <sup>st</sup> March 2014	SEP to be submitted to Government as a final plan
April 2014	Government starts the formal assessment of the Strategic Economic Plan with final assessments by June 2014
July 2014	Local Growth Fund offer made to LLEP thus resulting in the completion of the Growth Deal negotiations
April 2015	LLEP and Government implement Growth Deal

## 5 THE LOCAL ECONOMIC PLAN FOR HINCKLEY & BOSWORTH

5.1 A Local Economic Plan for Hinckley & Bosworth was submitted to the LLEP and, along with the Local Economic Plans prepared by other local authorities, provided a basis for a number of actions contained in the Leicester and Leicestershire Strategic Economic Plan.

5.2 The table below shows the key projects that were identified in the Hinckley & Bosworth Local Economic Plan (this growth plan can be found in Appendix 1) and how these have been reflected in the Leicester and Leicestershire Strategic Economic Plan. Although this relationship does not necessarily mean that funding will be forthcoming to support projects in the Borough, it does demonstrate a recognition that these projects do contribute towards the aims and objectives of the

Strategic Economic Plan and therefore should increase the prospect of the Council making successful bids for funding in the future.

<b>Hinckley &amp; Bosworth Economic Plan Key Projects</b>	<b>Leicester and Leicestershire Strategic Economic Plan Programmes</b>
Facilitation of Town Centre Regeneration	A 'Town Centres Regeneration Fund' totaling £80 million (of which £10 million is through the Growth Deal)
Enabling both employment and residential development sites in the Sustainable Urban Extensions in Barwell and Earl Shilton and in other locations as defined in the Core Strategy and Hinckley Town Centre Area Action Plan	A 'Sustainable Urban Extension (SUE)/Strategic Employment Site Fund' totaling £80 million (of which £30 million is through the Growth Deal).  A 'Town Centres Regeneration Fund' totaling £80 million (of which £10 million is through the Growth Deal)
Major infrastructure requirements and local transport initiatives	A Strategic Investment Corridor (A5/M6/J1 – Atherstone) £30million Fund (of which £5 million is through the Growth Deal)  A Sustainable Transport Corridor Fund of £30 million (of which £5million is through the Growth Deal)
The upgrading of older industrial estates to make them fit for the requirements of 21 <sup>st</sup> century businesses	An 'Industrial Estates Fund' totaling £20 million (of which £7 million is through the Growth Deal).
Employment and skills initiatives including access to employment pilot schemes; a transport brokerage project; a supply chain project to benefit both incoming and existing local businesses; a work readiness initiative and a schools' initiative to publicise local job opportunities  Business Support including advice and grants for SMEs and for those wishing to set up in business to include support for micro businesses including those within the tourism sector	A 'Business Growth Grant Fund' totaling £345 million (of which £25 million is through the Growth Deal).  A Leicester and Leicestershire to Work Fund' totaling almost £17 million (of which £4 million is through the Growth Deal).
Working in partnership to promote apprenticeship opportunities and engagement with businesses to take on apprentices	

## 6 CITY DEAL

- 6.1 As part of Leicester and Leicestershire's wider Growth Strategy the City Deal seeks to deliver:

- A new employment scheme targeted at 16-24 year olds that will reduce youth unemployment by 50% by 2018, deliver 3,000 new apprenticeships and 1,000 traineeships and work placements.
- An innovative new employment and training scheme for young offenders.
- Improved co-ordination of business support services and a range of innovative business support programmes. These will support further growth in Leicester and Leicestershire's small and medium enterprises and contribute to job growth.
- A new pan-Midlands supply chain initiative that will support the growth of manufacturing and engineering small and medium enterprises.
- New infrastructure that will support the expansion of Loughborough University Science and Enterprise Park (providing 8 hectares of new employment land) and unlock a new Advanced Technology Innovation Centre. This new centre will create 755 new jobs and safeguard a further 400.
- £30 million of local and national public sector investment.
- £103 million of private sector investment.

6.2 To assist in achieving these objectives, Government will provide £16m of additional funding to complement local partners financial contributions and commitments.

6.3 As part of the City Deal negotiations, local authority partners have also committed to:

- either progress with a Community Infrastructure Levy (CIL) now, or to review whether or not to progress with a CIL at a later date (as in Oadby and Wigston's case).
- meet with the Government Property Unit to discuss local best practice on asset management and future plans and to upload appropriate property related information to the e-Pims database by December 2014

6.4 The successful conclusion of the City Deal with Government demonstrates the capacity of local private and public partners to work collaboratively towards the regeneration of the Leicester and Leicestershire economy.

## 7 EUROPEAN STRUCTURAL AND INVESTMENT FUNDS (ESIF) STRATEGY

7.1 The Government has given LEPs a significant role in the next EU Structural Funds Programme 2014 -2020 including responsibility for developing an ESIF strategy, selecting projects, identifying match funds, and ensuring that spend and outcome targets are achieved. The final ESIF Strategy was submitted to Government on 31<sup>st</sup> January 2014.

## 8. FINANCIAL IMPLICATIONS [SJE]

8.1 The main purpose of this report is to provide information on the Leicester & Leicestershire Enterprise Partnership's Strategic Economic Plan (SEP), City Deal submission and the European Structural & Investment Funds Strategy. As such, there are no financial implications arising directly from this report.

8.2 In relation to the Local Economic Plan for Hinckley & Bosworth, the following are expected to be started in 2015/16:

- Facilitation of Town Centre Regeneration – Hinckley Town Centre Public Realm Scheme. This scheme forms part of the wider Crescent scheme and will be financed through around £350,000 of s106 contributions from developers.
- Employment & Housing Growth – Sustainable Urban Extensions in Barwell.

- Infrastructure Upgrade – A5 & Dodwells Road Junction Improvements. This scheme forms part of the Regional Growth Funding project of which £19.474million has been allocated to the Council.

All other projects are in the very early stages of planning and are likely to start at a later date. Currently, the exact financial details are yet to be determined.

9. LEGAL IMPLICATIONS [EC]

None arising from the report as it appears to be for the purposes of information only.

10. CORPORATE PLAN IMPLICATIONS

The report has synergy with the Corporate Plan's aim of 'Creating a vibrant place to live and work' and the priority within this to 'sustain economic growth'.

11. RISK IMPLICATIONS

None

12. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

None at present

13. CORPORATE IMPLICATIONS

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

- Community Safety implications: None
- Environmental implications: None
- ICT implications: None
- Asset Management implications: None
- Human Resources implications: None
- Planning Implications: None
- Voluntary Sector: None

Background papers: None

Contact Officer: Judith Sturley, Senior Economic Regeneration Officer, ext. 5855

Executive Member: Councillor Stuart Bray

APPENDIX 1

**Local Economic Plan for Hinckley & Bosworth**

**1. Introduction**

- 1.1 Leicester and Leicestershire Local Enterprise Partnership (LLEP) has given the District Councils the opportunity to feed into its Growth Plan for Leicester and Leicestershire by producing Local Economic Plans that show their individual economic priorities and to demonstrate how these fit with LLEPs Strategic Economic Plan.
- 1.2 In order to ensure that the Hinckley & Bosworth Borough Council area is considered for economic regeneration funding opportunities, many of which in future will be directed through LLEP, this Council wishes to submit this Local Economic Plan



that outlines initiatives and projects, which it wishes to develop in the knowledge that they fit with LLEP priorities. Furthermore we consider that these initiatives will assist LLEP in its preparation of a multi-year Strategic Plan, which in response to the Heseltine Review, it is required to do with its local partners, thus enabling it to acquire a share of the new Single Local Growth Fund.

## **Summary of Key Projects and their Links to LLEP Priorities for Growth**

### **Facilitation of Town Centre Regeneration**

- To bring forward town centre mixed use regeneration sites as identified in the Hinckley Town Centre Area Action Plan and the Investor Prospectus

**This has synergy with the LLEP stated ambition to 2020 to attract £2billion private sector investment and will help towards its achievement. (Linkage: to help address the fact that there was a decline of 25,100 jobs in the LLEP area between 2008 and 2011)**

### **Employment and Housing Growth**

- Enabling both employment and residential development sites in the Sustainable Urban Extensions in Barwell and Earl Shilton and in other locations as defined in the Core Strategy and Hinckley Town Centre Area Action Plan

**This has a direct link with the LLEP Economic Growth Plan, which sets an ambitious target of creating 25,000 new private sector jobs by 2020; with its key challenge of maintaining and growing the manufacturing sector and will help towards the LLEP stated ambition to 2020 to increase GVA from £19billion to £23billion**

### **Infrastructure Upgrade**

- Major infrastructure requirements and local transport initiatives to enable projects such as:

- those outlined in the A5 Strategy in order to improve this transport corridor, a route vitally important for the economic health of businesses located within this corridor

**The LLEP Economic Growth Plan states a challenge to support growth in emerging sectors such as transport technology around MIRA**

- Local transport infrastructure (A47) to support the Sustainable Urban Extensions
- Upgrade of junction of A444 at Twycross Zoo to support the ambitious development plans for this important tourist and research location
- M69 link/junction upgrade
- Hinckley railway station upgrade
- Improvements to Hinckley town centre road network
- Sustainable public transport initiatives

- The upgrading of older industrial estates to make them fit for the requirements of 21<sup>st</sup> century businesses

**All these have synergy with the LLEP stated ambition to 2020 to increase GVA from £19billion to £23billion**

### **Employment and Skills**

- Employment of a Skills Co-ordinator to bring forward the excellent initiatives as identified in the MIRA Technology Park Enterprise Zone Skills Plan (April 2013)
- Support for initiatives brought forward by the Cross-border Partnership (comprising the boroughs of Hinckley & Bosworth, Nuneaton & Bedworth and North Warwickshire) and the Cross-border Employment & Skills

Partnership e.g. access to employment pilot schemes; a transport brokerage project; a supply chain project to benefit both incoming and existing local businesses; a work readiness initiative and a schools' initiative to publicise local job opportunities

- Working in partnership through the newly created Apprenticeship Training Agency to promote apprenticeship opportunities and engagement with businesses to take on apprentices
- Initiatives to ensure that local people are given the best opportunity to procure local jobs

The LLEP Economic Growth Plan has key challenges to ensure that local training provision is able to meet both current and future needs and address skills shortages especially in engineering/ to be able to retain local and encourage other recent graduates/ to encourage start-ups in high technology and high skills sectors

#### **Business Support**

- Support in terms of advice and grants for SMEs and for those wishing to set up in business

The LLEP Economic Performance Summary Report states a key challenge is to help local businesses to reach their growth potential through access to finance and support, together with encouraging people including school/college/university leavers to start up a business

- To support micro businesses including those within the tourism sector, the latter contributing to a high percentage of employment within the borough

The LLEP Economic Growth Plan has a key challenge to support the local tourism sector to make the most of the LLEP areas existing attractions and identifying growth potential

## **2. Overview of the Plan's Aspirations**

- 2.1 This Local Economic Plan aims to reflect the aspirations of the borough Council's Corporate Plan, its Economic Strategy and its Local Plan and demonstrates synergy with the LLEP Strategic Economic Plan, identifying direct benefits for both the local and wider area of Leicester and Leicestershire.

## **3. Purpose of the Plan**

### **3.1**

- To direct local economic development activities and investment in line with the Council's Corporate Plan, its Economic Regeneration Strategy, its relevant planning documents such as the Local Plan and Action Plans
- To set out a number of economic regeneration projects that will enhance and boost the economy of both the local and wider area
- To align proposals and projects with the LLEP Strategic Economic Plan
- To have synergy with the emerging LLEP Growth Plan
- To connect with the Government agenda in terms of the Single Local Growth Fund and City Deal

## **4. Aim, Strategic Objectives and Growth Priorities**

### **4.1 Strategic Objectives**

- To market the attractiveness of the area as a key business location
- To support and develop the local workforce through upskilling and promoting entrepreneurship

- To facilitate ongoing Town Centre regeneration
- Transport infrastructure improvements

#### 4.2 **Growth Priorities**

- Bringing forward employment sites as identified in appropriate policies of the Core Strategy
- Development of sites as identified by the Hinckley Town Centre Area Action Plan
- Enabling the upgrading of dated industrial estates within the borough
- To improve local infrastructure and in particular the A5 duelling Longshoots/Dodwells; an A47 junction upgrade; M69 link/junction upgrade; Hinckley railway station upgrade

### 5. **Implementation and Resourcing of Priorities**

#### 5.1 **Implementation**

Delivery of the vision will primarily be dependent upon a strong relationship between the Borough Council and its key partners including:

- Leicester and Leicestershire Local Enterprise Partnership to ensure that the best opportunities for funding and other implementation opportunities are achieved through European, LLEP Growth Plan, Regional Growth Fund and other sources are achieved
- Private sector partners such as land owners and developers
- Public sector bodies and councils in the Cross-border Partnership to ensure co-ordinated funding of key projects
- Existing businesses and business organisations for example to bolster our areas reputation for major investors / potential investors
- The Highways Agency to deliver improvements to the A5 corridor, an essential route for effective business operations in terms of product delivery and distribution and staff access to work
- Public transport providers and the Local Highways Authority for example to deliver effective public transport services and junction improvements to mitigate the impacts of new development
- Local residents organisations to ensure objectives and vision match local community aspirations.

#### 5.2 **Resourcing**

In respect to resourcing the Council will work to secure developer contributions towards site development to ensure that provision is made for the employment of local people and also the provision of training and apprenticeship opportunities.

### 6. **Supporting Evidence and Alignment for Priorities**

#### 6.1 **LLEP Level Synergy**

The priorities and proposals explained above align with the strategic objectives of LLEP's Economic Growth Plan with particular reference to:

- Match skills supply with demand
- Increase availability of employment land and infrastructure
- Match available capital to enterprise growth
- Support enterprise growth and investment

***and evidenced in detail with respect to:***

Improve engagement between employers and training providers (*ongoing engagement*)

Increase number and flexibility of work placements, apprenticeships and internships (*working with the Apprenticeship Training Agency, North Warwickshire & Hinckley College and other local training providers*)

Address worklessness by raising ambition and employability skills (*working with the Cross-border Employment & Skills Partnership*)  
Increase the availability of 'fit for purpose' high quality employment land and premises (*ongoing and existing examples of success are Atkins, Greenfields and ongoing through e.g. Sketchley Brook and the Sustainable Urban Extensions*)  
Increase the provision of a range of quality housing to support economic growth (*ongoing*)

Provide effective business support to assist enterprises to start and grow (ongoing through working in partnership with business event, jobs fairs)  
Attract inward investment (*Investor Prospectus update in progress*)  
Secure national Government funding (*assistance with RGF bid at MIRA*)

***There is alignment with the Key Actions outlined by LLEP for 2012 to 2015 with particular reference to:***

1. Improve engagement between employers and training providers
2. Increase number and flexibility of work placements, apprenticeships and internships
3. Address worklessness by raising ambition and employability skills
4. Increase the availability of 'fit for purpose' high quality employment land and premises
5. Ensure transport infrastructure supports future economic growth
6. Increase the provision of a range of quality housing to support economic growth
7. Provide effective business support to assist enterprises to start and grow
8. Support innovation and technologies for new processes and product development
9. Support local SMEs to procure public and private sector contracts

## **6.2 Linkage to Local Priorities**

Aim 1 of Hinckley and Bosworth Borough Council's Corporate Plan for 2013-2016 is 'Creating a vibrant place to work and live' and a priority within this is to 'Sustain economic growth'

The Core Strategy (adopted by the Borough Council in December 2009) is the key Development Plan Document in the Local Plan 2006 - 2026 providing the vision and spatial strategy for the borough. In particular it identifies a number of priorities for Hinckley town centre. The Hinckley Town Centre Area Action Plan (adopted in March 2011) vision is as follows: 'Hinckley town centre will provide a welcoming image, promote design excellence, attract new investment and create a high quality environment that respects (or builds on) its cultural heritage and character where people would want to live, work, shop and visit'.

The Economic Regeneration Strategy 2009 – 2014 has a number of strategic objectives that align with the aspirations of this Growth Plan:

- Develop a targeted approach to supporting businesses, which have the potential to establish, expand and relocate within the borough
- Develop an effective portfolio of sites and premises to meet the demands of business
- To increase the vitality and viability of the network of centres across the borough
- To raise the level of skills and knowledge within the borough's business and resident populations

## **7. Evidence that Hinckley & Bosworth Borough Council has a Record on Delivery of Priorities and Projects**

- Successful adoption of its Local Plan and Town Centres Area Action Plan
- Major employment allocations
- Major town centre regeneration programme – Creation of a creative and innovative business centre in a Listed former hosiery factory – Atkins; completion of the bream excellent Hub (HBBC, LCC services, Job Centre +); bringing forward the Bus Station development for retail and leisure; Sketchley Brook mixed use site with DPD as a major employer on the site
- Sustainable Urban Extensions in Barwell and Earl Shilton
- Investor prospectus that promotes sites and development opportunities within the borough
- MIRA RGF (£19.4million) for major infrastructure improvements and Enterprise Zone allocation
- Cross-border Partnership delivering initiatives in the cohesive economic area of Hinckley & Bosworth, Nuneaton & Bedworth and North Warwickshire
- Working in partnership with LLEP and others on the MIRA Skills Plan ([The LLEP Economic Growth Plan 2012 highlighted the need for a specific plan to meet the skills needs associated with the development of the MIRA Technology Park Enterprise Zone](#))
- Working in partnership to set up a Cross-border Apprenticeship Training Agency
- Working in partnership over a 5-year period with Hinckley Business Improvement District to deliver an ongoing programme of initiatives to benefit town centre businesses and the local community (N.B vacancy rates are well below the national average)
- Commitment to the delivery of superfast broadband through working in partnership and via a financial contribution

## **8. Barriers and Risks associated with the Local Economic Plan and Potential Solutions**

- 8.1 In terms of ongoing regeneration projects it will be important to work in partnership in order to procure finances and the capacity to deliver its Local Economic Plan in alignment with the LLEP Growth Plan.
- 8.2 Hinckley & Bosworth Borough Council has demonstrated that it has already proved itself adept at delivery and it will continue to work in partnership to ensure continued success.
- 8.3 The area benefits from local educational establishments such as North Warwickshire & Hinckley College, the Studio School and the MIRA Academy, which can help build the vision in terms of skills and entrepreneurship.

## **9. Conclusion**

- 9.1 The growth priorities set out in this report demonstrate that Hinckley & Bosworth Borough Council's key aspirations and objectives pertain to a commitment to growth and strong partnerships.
- 9.2 Its ongoing proposals will help to achieve the growth priorities for the LLEP area and as such contribute positively to LLEP's negotiation with Government on its Growth Deal and the bidding process for funding
- 9.3 It should be noted that many of the projects highlighted in this Local Economic Growth Plan, with LLEP support, could be brought forward at an accelerated rate and would enable '**Quick Wins**', which would help LLEP achieve its strategic vision for growth.

## 10. **Appendix**

10.1 It should be noted that greater details of particular sites referred to in this document can be supplied on request

10.2 This document takes particular reference from the following documents:

- LLEPs Economic Growth Plan
  - Hinckley and Bosworth Borough Council's Corporate Plan 2013-2016
  - Hinckley and Bosworth Borough Council's Core Strategy 2009
  - The Hinckley Town Centre Area Action Plan 2011
  - The Economic Regeneration Strategy 2009 – 2014
-

**EXECUTIVE – 26 MARCH 2014**

**STATEMENT OF COMMUNITY INVOLVEMENT**

**REPORT OF THE DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)**



Hinckley & Bosworth  
Borough Council

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**WARDS AFFECTED: ALL WARDS**

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1. **PURPOSE OF REPORT**

The purpose of the report is to seek approval to consult on the updated Statement of Community Involvement

2. **RECOMMENDATION**

That Executive;

- Approve the publication of the updated Statement of Community for public consultation.

3. **BACKGROUND TO THE REPORT**

3.1 The Hinckley and Bosworth Statement of Community Involvement (SCI) was adopted in November 2006 and sets out how the Borough Council will engage and consult during plan-making and for planning applications.

3.2 Since the adoption of the SCI in 2006 there have been a number of significant legislative and regulatory changes which establish the procedures to be followed during plan making and for planning applications. These include items not previously identified in the 2006 SCI such as Neighbourhood Development Plans (NDPs) and the Community Infrastructure Levy (CIL).

3.3 The following legislative and regulatory amendments have been reflected in the updated SCI:

- The Localism Act in 2011 which introduced Neighbourhood Development Plans
- The Town and Country Planning (Local Planning) (England) Regulations 2012 which updated how, when and who is to be consulted during Local Plan preparation.
- The Neighbourhood Planning (General) Regulations 2012 introduces the stages of NDP preparation and how, when and who is to be consulted through its preparation.
- The Neighbourhood Planning (Referendums) Regulations 2014 (as amended) introduces the process and stages for NDP referendums which include public notifications and engagement.
- The Community Infrastructure Levy Regulations 2010 (as amended) introduced the charge and establish how, when and who is to be consulted through it preparation.
- The Town and Country Planning (Development Management Procedure) (England) Order 2010 reduces consultation and publicity requirements established in the 2006 SCI.

3.4 The amendments to The Town and Country Planning (Local Planning) (England) Regulations 2012 and The Town and Country Planning (Development Management

Procedure) (England) Order 2010 both reduce the consultation requirements placed upon local authorities through plan making and for planning applications.

3.5 These amendments have been reflected within the updated SCI. In addition the updates also remove the requirement for an SCI to be subject to an examination.

3.6 These slimmed down statutory changes in legislation and regulation simplify the requirements for local authorities to follow, reduce the administrative costs of consultation and, potentially speed up the process of plan making and determination of applications.

#### 4. FINANCIAL IMPLICATIONS (SJE)

4.1 The Planning Policy department has a current budget allocation of £628,300, including supplies & services budgets for consultations.

4.2 It is currently estimated that a six week public consultation will incur postage costs in the region of £1,500 - £2,000. There is sufficient budget available to fund this level of activity across the various supplies & services budgets (due to underspendings to date) and, if necessary, a budget virement would be requested to fund this spending.

4.3 In the situation that additional costs are anticipated (maximum cost is expected to be no higher than £4,000) a supplementary budget would be requested to fund this.

#### 5. LEGAL IMPLICATIONS (MR)

5.1 Set out in this report.

#### 6. CORPORATE PLAN IMPLICATIONS

6.1 This is in line with the key corporate objective for regenerating the Borough in particular the SCI contributes to the aim of empowering communities.

#### 7. CONSULTATION

7.1 Consultation was undertaken between August and September 2013 on the update to development management process only within the 2006 SCI, reflecting amendments to The Town and Country Planning (Development Management Procedure) (England) Order 2010 only. Consultation responses received commented that the SCI should be updated in its entirety, reflecting all regulatory changes since 2006.

7.2 The Council has had regard to these findings and has now fully updated the SCI to reflect regulatory changes since 2006.

7.3 Upon agreement, the SCI will be subject to a six week public consultation followed by a consultation statement summarising responses received.

#### 8. RISK IMPLICATIONS

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

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.



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 adopt the SCI could result in non-compliance with the Planning and Compulsory Purchase Act 2004	Adopt the updated SCI	David Kiernan

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

9.1 The Statement of Community Involvement will continue to provide a framework for how the Borough Council will engage and encourage community participation from communities across the Borough.

10. **CORPORATE IMPLICATIONS**

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

- Community Safety implications – None arising from this report
- Environmental implications – None arising from this report
- ICT implications – None arising from this report
- Asset Management implications – None arising from this report
- Human Resources implications – None arising from this report
- Planning Implications – Contained within the body of the report
- Voluntary Sector – None arising from this report.

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Background papers: None

Contact Officer: David Kiernan- Planning Policy Officer (X5898)  
Executive Member: Councillor Stuart Bray

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**EXECUTIVE – 26 MARCH 2014**

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

**REPORT DEPUTY CHIEF EXECUTIVE (CORPORATE DIRECTION)**

**WARDS AFFECTED: ALL WARDS**



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1. **PURPOSE OF REPORT**

This report seeks approval to write-off debts over £10,000 in respect of outstanding business rates and to provide the details of the sums written off under delegated powers.

2. **RECOMMENDATION**

The executive approve the two business rate write offs detailed in part 3.5 of this report and note the amounts written off under delegated powers.

3. **BACKGROUND TO THE REPORT**

3.1 **Write off limits**

The write off limits for Council tax, Business Rates and Housing Benefit Overpayments are contained within the Financial Procedure Rules 2013.

- For debts up to but not exceeding £100 (including aggregated debts for one debtor), the delegated authority rests with the Enforcement Team Leader.
- For debts greater than £100 but not exceeding £1,000 (including aggregated debts for one debtor), the delegated authority rests with the Authority's Partnership Manager.
- For debts greater than £1,000 but not exceeding £10,000 (including aggregated debts for one debtor) (and for all credit balances), the delegated authority rests with the Senior Partnership Manager.
- For debts greater than £10,000 (including aggregated debts for one debtor) the request for write-off must be made in a report to the Executive.

3.2 Writing off debts is only considered where appropriate recovery and enforcement options have been taken, or, where the council are legally prohibited from pursuing the debt.

These include:

- Bankruptcy or a Debt Relief Order is in place
- Deceased – No assets within the estate.
- Debtor Absconded / No Trace
- Company in liquidation/dissolved or ceased trading with no assets
- Severe Hardship and/or Serious health Issues
- Statute barred i.e. we cannot legally pursue the debt as there has been six years since the debt fell due and no action has been taken to collect the debt.
- Uneconomical to collect i.e. it is not financially viable to take further action for example due to the low level of the debt or they have gone abroad.

3.3 In respect of outstanding Business Rates and Council Tax the following action is taken:

- If payment is not received by the instalment due date a reminder notice is issued.

- If payment is received within seven days the tax payer may continue with their original instalment plan. If they default again within the year, then one further reminder notice is issued. If they do not pay, the following steps are taken.
- If payment is not received by the date on the reminder notice, a court Summons is issued. The Summons advises them of the date and time that the council will attend the Magistrates Court in order to apply for a Liability Order.
- Once a Liability Order is obtained, the council has a number of enforcement options available to recover the sum due.

### 3.4 Options available to recover the Debt

Once a Liability Order has been obtained each debt is reviewed and the most appropriate course of action determined. It is only after all of these have been considered and/or pursued that the debt is put forward for write off.

- Apply to the debtor's employer for an Attachment of Earnings.
- Apply to the DWP for a deduction from the debtor's benefits
- Instruct an external enforcement company (bailiffs) to collect the debt on the council's behalf.
- If the bailiff company are unsuccessful, the council could commence committal proceedings against the debtor.
- If the debtor owns their own home a Charging Order could be placed on the property.
- If the debt is over £750, bankruptcy proceedings could be commenced against the debtor.

### 3.5 Business Rate Write offs

There are two cases over £10,000 which approval is sought for write off. The companies concerned are in liquidation and we are legally prohibited from taking any further action to recover the debt.

<b>Company</b>	<b>Address</b>	<b>Date of insolvency</b>	<b>Amount to be Written Off</b>
Bison GB LTD.	169 Newton Road Hinckley	25 June 2013	£23,628.35
Sketchley Grange Hotel Ltd	Sketchley Lane, Burbage	17 December 2012	£27,567.82

3.6 Summary of Business Rates Debts Written off under delegated authority

<b>Reason</b>	<b>Amount</b>
Debtor Absconded / No Trace	£47,722.46
Company in liquidation/dissolved or ceased trading with no assets	£24,555.32
<b>Total</b>	<b>£72,277.78</b>

3.7 Summary of Council Tax Debts Written off under delegated authority

<b>Reason</b>	<b>Amount</b>
Bankruptcy or a Debt Relief Order	£4,884.15
Debtor Absconded / No Trace	£66,682.53
Deceased – No assets in the estate	£3,536.93
Severe Hardship and/or Serious health Issues	£3,080.38
Statute Barred	£6,255.33
Uneconomical to collect	£10,968.58
<b>Total</b>	<b>£112,454.27</b>

3.8 Summary of Housing Benefit Overpayments Written off under delegated authority

<b>Reason</b>	<b>Amount</b>
Bankruptcy or a Debt Relief Order	£3,606.98
Debtor Absconded / No Trace	£6,109.65
Deceased – No assets in the estate	£6,126.39
Uneconomical to collect	£2,556.28
<b>Total</b>	<b>£18,399.30</b>

4. FINANCIAL IMPLICATIONS (KP)

The bad debt provisions for each of the funds are:

Business Rates £36,808 .

Council Tax £400,377

Housing benefit Overpayments £160,595

5. LEGAL IMPLICATIONS

Contained within the body of the report

6. **CORPORATE PLAN IMPLICATIONS**

This report supports the Corporate Plan objective for supporting individuals. .

7. **CONSULTATION**

None required in respect of this update report.

8. **RISK IMPLICATIONS**

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

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

There are no implications as the decision to write-off is debt is dealt with consistently and in accordance with adopted policies and procedures across the Borough.

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

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Background papers: None

Contact Officer: Storme Coop Ext 5706

Executive Member: Cllr Keith Lynch

**EXECUTIVE – 26 MARCH 2014**

**THE REVIEW AND ALIGNMENT OF EXISTING POLICIES/  
GUIDELINES FOR THE REVENUES AND BENEFITS SERVICE**

**REPORT: DEPUTY CHIEF EXECUTIVE (CORPORATE DIRECTION)**



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**WARDS AFFECTED: ALL WARDS**

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1. **PURPOSE OF REPORT**

To seek approval to adopt the updated policies and guidelines for the Revenues and Benefits partnership

2. **RECOMMENDATION**

To approve the following revised policies and guidelines

Appendix A: Discretionary Housing Payment Guidelines

Appendix B: Housing Benefit and Council Tax Support Verification Policy

Appendix C: Local Housing Allowance Safeguarding Policy

Appendix D: Non Domestic Rate Hardship Relief Policy

Appendix E: Non Domestic Rate Discretionary Relief Guidelines

Appendix F: Recovery Policy

Appendix G: Sanctions and Prosecutions Policy

3. **BACKGROUND TO THE REPORT**

3.1 Each Council within the Revenues and Benefits Partnership have their own individual policies/guidelines covering the revenues and benefits service area. This creates problems for the partnership as staff are currently following three separate application and approval processes, which is an inconsistent and inefficient use of staff resources. Aligning all existing guidelines and policies will support the partnership in its aim to harmonise existing working practices and procedures. This will assist the customer services teams that support the partnership and enable one approach to be taken for the provision of staff training.

It will also satisfy audit recommendations who have stated that key procedures and processes within the partnership should be standardized.

3.2 As part of this review consideration has been given to the latest Government regulations to meet the changes in the administration of Council Tax, Council Tax Support, Housing Benefits, Fraud and Non Domestic Rates.

3.3 On November 20 2013, the Joint Committee for the partnership approved the policies/guidelines detailed above.

3.4 Below is a summary of what has changed to these policies and guidelines;

i) Appendix A  
Discretionary Housing Payments (DHP) Guidelines

This has been updated to reflect the Government's Welfare Reform changes. The criteria have been expanded to allow for DHPs to be awarded for additional reasons such as hardship created by the bedroom subsidy, the Housing Benefit cap, changes to the Local Housing Allowance rates, support in rent deposit and moving costs. The old criteria are still in place whereby DHPs are paid if there is a shortfall in the rent and the claimant is suffering financial hardship.

ii) Appendix B  
Housing Benefit and Council Tax Support Verification Policy

This policy has been aligned in terms of process and procedure to ensure consistency in the process followed when verifying evidence on new claims and changes. It has also been updated to reflect legislative changes which now allow a lower level of verification to be undertaken when a claimant has less than £6,000 in their bank account.

iii) Appendix C  
Local Housing Allowance Safeguarding Policy

This is a County wide policy updated to encompass the changes in terminology and other specific legislative amendments which have come in under the government's Welfare Reform Act. Very little has changed from the existing policy.

iv) Appendix D  
NDR Hardship Relief Policy

This is a revised policy and has been drafted to align the application and approval processes. The hardship criterion has not changed from the existing criteria. Each case must still be taken on its merits, be in the interests of Council Tax payers and be affordable by the Local Authority.

v) Appendix E  
NNDR Discretionary Rate Relief Guidelines

The main body of this policy has been redrafted and aligned across the Partnership. It contains guidance from the Government on the legislative powers which provide for the award of discretionary rate reliefs and includes information about the state aid rules which we now need to take into account. It also contains an aligned procedure in terms of making and approving an application.



We have inserted an Appendix into each policy, to cover the extension to the Discretionary Rate Relief provisions to allow any other type of business to apply for this. This change came in from 1<sup>st</sup> April 2012. None of the Councils had any reference to this in their existing criteria and we need to have this element included.

The coalition government announced as part of the chancellor's autumn statement that occupied properties with a rateable value of £50,000 or less can apply for up to £1,000 relief from their non domestic rates. This relief is centered on hereditaments that are wholly and mainly used as shops, restaurants, cafes and drinking establishments. The Guidelines have also been updated to reflect this extension to the reliefs available.

vi) Appendix F

Recovery Policy

The partnership required an aligned strategy to ensure our customers were treated consistently and fairly. This also allows the Partnership to align the Court dates, which reduces the number of court visits as one Officer can present at Court for all three Councils at the same time.

We have also considered the Welfare Reform impacts and have taken into account the new category of debtor i.e. those working age claimants in receipt of Council Tax Support who have never had to pay before.

vii) Appendix G

Sanctions and Prosecution Policy

The main change is that Cautions and Administrative Penalties will now be finally signed off by each council's legal team. All other aspects of the new policy are largely the same as the previous policy.

The new policy describes in detail the legislative and procedural framework within which Council Officers must adhere when investigating Housing Benefit, Council Tax Benefit and Council Tax Support Fraud.

On Fraud cases, each specific case will be taken on its merits and investigated and sanctioned accordingly.

#### 4. **FINANCIAL IMPLICATIONS (KP)**

##### 4.1 **Summary of Changes with a financial impact**

<b>Discretionary Rate Relief</b>		
<b>Current</b>	<b>New</b>	<b>Impact</b>
Describes the cost of DR under the old pooling arrangements	Describes the cost of DR under the new rates retention rules	Under the new Rates Retention rules the cost of all reliefs is split 50/50 between central government and the local authority/major preceptors. The billing Authority now bears 40% of the cost of awarding relief, before this change, the cost to the Authority varied, depending on the type of relief. The cost was 0%, 25% or 75%.
There is no reference to the extended provisions which were introduced on 1 <sup>st</sup> April 2012	Introduction of Appendix 1D which outlines some new standardised criteria for the partnership in regard to the extended provisions.	The extended provisions allow for 'other' types of business to apply for Discretionary relief which, if granted, will impact on the amount retained.
No information included on Government guidance and State Aid.	Additional information is now contained within the guidelines	The additional information will assist officers in their decision making. In regard to the 'State Aid' rules, DR cannot be awarded if other grants or relief have already been received by the business and this exceeds the State Aid 200,000 Euro limit.

<b>Hardship Rate Relief</b>		
<b>Current</b>	<b>New</b>	<b>Impact</b>
Describes the cost of Hardship Relief under the old pooling arrangements	Describes the cost of Hardship Relief under the new rates retention rules	Under the new rates retention rules the cost of all reliefs is split 50/50 between central government and the local authority/major preceptors. The billing Authority now bears 40% of the cost of awarding relief, before this change, the cost to the Authority varied, depending on the type of relief, the cost was either 0%, 25% or 75% of the amount granted.
No information included on Government guidance and state aid.	Additional information is now contained within the guidelines	The additional information will assist officers in their decision making. In regard to the 'State Aid' rules, DR cannot be awarded if other grants or relief have already been received by the business and this exceeds the

		State Aid 200,000 Euro limit.
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5. **LEGAL IMPLICATIONS (AB)**

Contained within the body of the report

6. **CORPORATE PLAN IMPLICATIONS**

The administration, billing and collection of income due to the authority and payment of benefit all contribute to the delivery of all the Corporate Plan objectives.

7. **CONSULTATION**

Discussions have been held with key stakeholders including Section 151 Officers, Partnership Management Board, Legal Services, Partnership Managers, Housing, Social Landlords, and the Institute of Revenues, Rating and Valuation (IRRV).

8. **RISK IMPLICATIONS**

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

If the policies/procedures are not adopted there is a risk that there will continue to be inconsistencies in the approach taken by staff, leading to an inefficient use of staff resources and additional training costs.

Inconsistencies in the policies/guidelines of the partnership have also been highlighted by external audit, which could potentially have a negative impact on the Council's final audit report

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

There is no impact on the Community by aligning the relief application and approval process.

Equality Analysis has been completed for Discretionary Housing Payment Guidelines, Non Domestic Rates Hardship Relief Policy and Discretionary Rate Relief Guidelines and no issues have been identified.

10. **CORPORATE IMPLICATIONS**

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

- Community Safety implications – None relevant to this report
- Environmental implications– None relevant to this report
- ICT implications– None relevant to this report
- Asset Management implications– None relevant to this report
- Human Resources implications– None relevant to this report
- Planning Implications– None relevant to this report
- Voluntary Sector– None relevant to this report

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Background papers: Local Government Finance Act 1988, 1992 and 2012

<http://www.legislation.gov.uk/ukpga/1988/41/contents>

<http://www.legislation.gov.uk/ukpga/1992/14/contents>

<http://www.legislation.gov.uk/ukpga/2012/17/enacted>

Localism Act 2011

<http://www.legislation.gov.uk/ukpga/2011/20/section/69/enacted>

Social Security Acts 1992 and 1998

<http://www.legislation.gov.uk/ukpga/1992/5/contents/enacted>

<http://www.legislation.gov.uk/ukpga/1998/14/section/12/enacted>

Welfare Reform Acts 2006, 2007, 2009 and 2013

<http://www.legislation.gov.uk/ukpga/2007/5/contents>

<http://www.legislation.gov.uk/ukpga/2009/24/contents>

<http://www.legislation.gov.uk/uksi/2013/2657/contents/made>

Social Security Fraud Acts 1997, 2001 and 2006

<http://www.legislation.gov.uk/ukpga/1997/27/contents>

<http://www.legislation.gov.uk/ukpga/2001/11/contents>

<http://www.legislation.gov.uk/ukpga/2013/3/enacted>

Regulation of Investigatory Powers Act 2000

<http://www.legislation.gov.uk/ukpga/2000/23/contents>

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Contact Officer: Storme Coop Ext 5706  
Executive Member: Cllr Keith Lynch

**EXECUTIVE – 26 MARCH 2014**

**OPTIONS FOR NEIGHBOURHOOD ACTION HUB IN THORNTON**

**REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)**

**WARDS AFFECTED: RATBY, BAGWORTH & THORNTON**



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1. **PURPOSE OF REPORT**

- 1.1 To seek approval from the Executive for developing a model of sustainable community led solutions in St Peters Drive, Thornton through the provision of a temporary Neighborhood Action Hub . The key aim of the Neighbourhood Action Hub would be to develop community led solutions to address the issues on St Peters Drive, improve community cohesion, reduce isolation and increase satisfaction with the local area.

2. **RECOMMENDATION**

The Executive:

- 2.1 Note the work which has taken place in St Peters Drive, Thornton through Neighbourhood Takes Change.
- 2.2 Agree to developing a community led solution in St Peters Drive, Thornton, through the development of a temporary Neighborhood Action Hub.
- 2.3 Agree a one off capital budget of £15,500 to fund the set up costs of the hub. This is to be financed from revenue.
- 2.4 Agreed a supplementary budget of £23,311 to fund the revenue costs of the hub to be funded from the HRA Regeneration Reserve.

3. **BACKGROUND TO THE REPORT**

- 3.1 In August 2013 the council initiated a 'Neighborhood Takes Charge' initiative in St Peter's Drive Thornton due to a high number of reported anti-social behaviour and drug related incidents.

- 3.3 Neighbourhood Takes Charge involved consultation with local residents and councillors, and an environmental audit, which highlighted the following issues:

- Drug related activity
- Poor transport links
- Lack of access and engagement with council services and other public services
- Feeling of isolation and a feeling that they have been abandoned by local services
- low levels of employment
- lack of activities for young people
- lack of positive community cohesion
- Visually bleak environment
- Environmental ASB such as fly tipping

- 3.4 Neighbourhood Takes Charge is a short term project aimed at encouraging the local community to become involved in driving forward improvements to their local area. It has become apparent that longer term work is needed with the community in St Peters Drive to tackle the issues identified above and a Neighbourhood Action Hub would enable this work to continue.
- 3.5 Perhaps one of the most telling comments coming back from the consultations is the fact that residents feel isolated and feel that they have been abandoned by local services, this has contributed to a general sense of malaise and lack of community cohesion/connection.
- 3.6 Both the Community Safety Partnership Strategic Assessment 2013-14 and the Anti Poverty Strategy Refresh 2013 highlight Bagworth and Thornton (LSOA) as having higher than average incidents of criminality and poverty.
- 3.7 The key aim of a Neighbourhood Action Hub would be to develop community led solutions to address the issues on St Peters Drive, improve community cohesion, reduce isolation and increase satisfaction with the local area. It would look to improve the appearance of the area in and around St Peter's Drive and have a positive impact on people reporting issues and working with key agencies to tackle long term problems, for example anti social behaviour and crime. All initiatives would aim to be sustainable beyond the life of this project.
- 3.8 A number of delivery mechanisms were considered for the provision of neighbourhood action including a mobile unit, using locations away from St Peters Drive and using an empty property on St Peters Drive.
- 3.9 After reviewing the cost of each option and the effectiveness in engaging the community in long term solutions, it is recommended that providing a Neighbourhood Action Hub in the vacant property on St Peters Drive for a temporary 12 month period is the most viable option.
- 3.10 This option would give the greater chance for success due to it being placed in the centre of many of the issues to be tackled. Also experience has shown that relationships can be built and engagement with the service is greater in the area surrounding the project, particularly in the early stages. Facilities would be provided to run groups and meetings from the Hub thereby not incurring extra costs to run groups/meetings and it would provide private, confidential facilities that residents could access for confidential support and advice
- 3.11 The Neighbourhood Action Hub would build on the successful elements of the Community House model operating in other parts of the Borough, but the aim would be to ensure community capacity and confidence is developed to a point where other community support mechanisms, detailed in paragraph 4.1 and 4.2 could continue the work beyond the 12 month period.
- 3.13 It is envisaged that these arrangements to be tried and tested in Thornton, will establish a sustainable model that can be rolled out to other parts of the Borough overtime. The learning will be particularly beneficial in understanding how best to create such arrangements in other rural areas of the borough.
- 3.14 REVENUE COSTS

The estimated annual revenue cost of the project is shown in the table below and is

Item	Projected Cost
Assistant Staff Salary (Inc On-Costs)	£6,730

Premises related costs	£2,961
Supplies and services	£6,140
Central recharges	£7480
Total revenue costs	£23,311

## CAPITAL COSTS

The project will require initial additional capital items as set out below. These are estimated costs at this stage.

Item	Estimated Cost
Internal Security Works	£3,000
Security Alarms and contract	£2,000
Fire Alarm system	£1,000
General Hub Equipment/office equipment	£3,000
IT Systems	£1,500
Project Refurbishment materials	£3,000
Garden Improvement materials	£1,000
Contingencies	£1,000
Estimated Total	£15,500

As Orbit Housing have a small number of properties on St Peters Drive they have been approached and asked whether they would make a contribution to the cost.

- 3.15 In order to be able to measure the impact of the Neighbourhood Action Hub a performance management framework will be put in place. The proposed measures are detailed in appendix 1.

## 4. LONG TERM SUSTAINABILITY OF THE COMMUNITY LED SOLUTIONS.

- 4.1 In enabling the sustainability of the project, it will be important to ensure that developing work during the 12 month period links in with, and draws on, resources/expertise from existing developing community solutions work streams, for example: the new Hinckley & Bosworth Voluntary and Community Sector arrangements aimed at building and sustaining VCS organisations and service delivery; support of the Hinckley and Bosworth Community Coaches available via the Countywide Think Leicestershire initiative; the authority's Community Contacts scheme, learning from the developing Good Neighbourhood Scheme projects, the Earl Shilton Community Solutions pilot, and other relevant developing areas of work, such as the Local Area Coordinator (LACs) initiative.
- 4.2. In addition the authority currently has an annual SLA with the Rural Communities Council (RCC) which secures front line delivery provision via a RCC Community Development Worker, against agreed priority work streams. Part of this provision could be allocated to support the Thornton Neighbourhood Action Team, and hence reducing the number of hours required to be provided via the Earl Shilton Community Development worker. The Hinckley & Bosworth RCC Community Development Worker has supported a community action group in Desford in establishing a Good Neighbourhood Scheme during 2013/14, (a sustainable community led model) and initial discussions with the RCC has flagged up that we may wish to secure similar support for Thornton as part of the 2014/15 SLA.

## 5. FINANCIAL IMPLICATIONS (KP)

- 5.1 The predicted ongoing revenue and one of set up costs of the proposed options have been detailed in the main body of the report and can be summarised as follows:

Ongoing Revenue cost	Set up cost	Total (Y1)
£	£	£
23,311	15,500	38,811

5.2 Given the relatively small value of the set up costs, it would be proposed that , if approved the scheme be funded by revenue contributions (RCCO) as the relative cost of borrowing on assets would not prove value for money. On this basis, the year 1 budget would be required in the set up year and an ongoing budget for revenue costs included in the base going forward. At the values predicted, these supplementary budgets require authorisation by Executive in line with Financial Procedure Rules.

5.3 As advised by Housing, the Community House Facility will be based in an area solely utilised by Council tenants and therefore any costs could be met from the Housing Revenue Account balance or Regeneration Reserve.

5.4 Any contribution secured from Orbit housing for the preferred option would reduce the commitment required from the HRA for the provision of the House. An income budget would be required for this amount and could be included in any supplementary budget request – This is on the basis that supplementary budgets must be obtained based on gross income and expenditure.

#### 6. LEGAL IMPLICATIONS (AB)

The Council has a general power to take action to support the social well being of all or part of its administrative area under S2 of the Local Government Act 2000. The establishment of any of the options put forward by this report would fall within this power.

#### 7. 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

#### 8. CONSULTATION

Consultation has taken place with the local community through the Neighbourhood Takes Charge initiative.

#### 9. RISK IMPLICATIONS

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
Long term expectation that a temporary Community House will become permanent.	Develop long term sustainability options of community solutions an delivery models.	Sharon Stacey

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

The Hub would be supporting a rural community which is currently feeling isolated from existing services. The Neighbourhood Takes charge initiative has enabled the council to understand the needs of residents in the area.



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:




Contact Officer: Sharon Stacey  
Executive Member: Councillor M Mullaney

### Thornton Neighbourhood Action Facility Performance Indicators

- The proposed indicators have been chosen specifically to measure some of the key outcomes/outputs in relation to the aims of this project.
- The indicators proposed are a mixture of perception and actual recorded incident indicators so that a correlation between actual incidents and perceptions can be made.
- Whilst our long term aim is to reduce ASB and environmental ASB this proactive project will encourage more people to report issues in their community so targets have been set to increase reported ASB.
- It is proposed that a 'Planning for Real' community consultation will be undertaken at the start of the project to better understand the needs and views of the community. This will provide baselines for satisfaction and may result in changes to the proposed framework to better reflect the needs of the community
- In addition to this framework qualitative information and additional output measures will be an important part of evidencing the success of this project

Outcome	Proposed Indicator	Measured currently via:	Proposed reporting frequency	TARGET	Baseline available
<b>Communities are safer</b>	Total recorded crime	Leicestershire Constabulary	6 monthly		TBC
	Serious Acquisitive Crime	Leicestershire Constabulary	6 monthly		TBC
	Deliberate Fires	LFRS	6 monthly		TBC
<b>Supporting Leicestershire Families</b>	No families with complex needs decreases	SLF – Performance monitoring	Annually		TBC
	Positive outcomes achieved for families working with SLF	SLF – Performance monitoring	Annually	As per SLF targets	TBC

<b>Increase reporting of Anti-social behaviour</b>	Total recorded ASB	Leicestershire Constabulary/HBBC	6 monthly		Yes
	No. of noise complaints to HBBC	HBBC	6 monthly		Yes
	No. of Graffiti and Vandalism complaints to HBBC	HBBC	6 monthly		Yes
<b>Communities feel that anti-social behaviour is reducing</b>	% think the level of anti-social behaviour has decreased or stayed the same	Local survey	Annually		Yes*
<b>Improved perception of the way that ASB is dealt with</b>	% agree that police and other local services are successfully dealing with ASB and crime	Local survey	Annually		Yes*
<b>Communities are cleaner and tidier places</b>	No. litter complaints to HBBC	HBBC	6 monthly		Yes
	No. of dog fouling complaints to HBBC	HBBC	6 monthly		Yes
	No. of fly tipping complaints to HBBC	HBBC	6 monthly		Yes
<b>Communities feel local areas are cleaner and tidier places</b>	% think rubbish or litter lying around a problem	Local Survey	Annually		Yes*
<b>Increased Community Cohesion</b>	No local community projects/events initiated via project	HBBC	Quarterly		

<b>Increase in volunteering</b>	No new volunteers in Thornton engaged via project	HBBC	Quarterly		No
<b>Increase in local youth provision</b>	No. new youth facilities in Thornton during project lifespan	HBBC	Quarterly		TBC
<b>Increased satisfaction with local area as a place to live</b>	% satisfied with local area as a place to live	Local Survey	Annually		Via Planning for Real



Hinckley & Bosworth  
Borough Council

*A Borough to be proud of*

**EXECUTIVE – 26 MARCH 2014**

**COUNCIL HOUSE TENANCY CONDITIONS, SUCCESSIONS  
POLICY AND RECHARGE POLICY.**

**REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY  
DIRECTION)**

**WARDS AFFECTED: ALL**

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## 1. PURPOSE OF REPORT

- 1.1 To advise Executive Briefing of the proposed new tenancy conditions for council tenants and two related policies to the tenancy conditions: the Succession of Council Tenancies policy and the Recharge Policy.

## 2. RECOMMENDATION

- 2.1 The Executive approves for consultation with tenants

- 2.1.1 Tenancy Conditions – appendix 1.  
2.1.2 Recharge Policy – appendix 2.  
2.1.3 Successions policy – appendix 3.

## 3 BACKGROUND TO THE REPORT

- 3.1 All tenants of council properties are required to sign Tenancy Conditions. This is a legally binding document which details both tenant and landlord responsibilities.
- 3.2 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.
- 3.3 The new Tenancy Conditions are detailed in appendix 1. The new Tenancy Conditions would apply to both new and existing tenants.
- 3.4 The main changes between the current and proposed tenancy conditions are that each area is more explicit, defined and comprehensive. In summary:
- 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 – increasing areas that tenants are responsible for, making it clear regarding tenant alterations, detailing preventative work that tenants need to take for example around ensuring pipes don't freeze, condensation prevention.

- 3.4 The process for implementing new tenancy conditions is as follows:
- Approval given by Executive for consultation with tenants.
  - Formal consultation with Together for Tenants.
  - All tenants written to and served a preliminary notice advising of the intention to serve a notice of variation on their current tenancy and inviting them to comment on the proposed variation/changes.
  - Review of consultation responses and amendments of Tenancy Conditions if needed.
  - Formal approval by Executive/Council.
  - All tenants served a notice of variation advising of the new tenancy conditions and the date on which they become effective.

#### 4 TENANT RECHARGE POLICY.

- 4.1 Some tenant responsibilities in the tenancy conditions will be reinforced through a Tenant Recharge policy (appendix 2).
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 Affordable payment plans where necessary will be put in place to ensure undue

hardship isn't placed on tenants.

## 5 SUCCESSIONS POLICY

- 5.1 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 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 1<sup>st</sup> 2013.
- 5.2 The draft Successions policy is attached in appendix 3 It is proposed that for the discretionary element of the policy, where eligible, succession rights are extended to a child, brother or sister (including step or adoptive) of a deceased tenant.
- 5.3 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.

## 6. FINANCIAL IMPLICATIONS (KP)

- 6.1 There are no direct financial implications associated with the tenancy and succession policies. Indirectly, prompt processing of tenancy arrangements will ensure that void loss on rental properties is minimised. The budget currently contains a provision for 2% void loss over the financial year.
- 6.2 The financial implications of the recharge policy will be confirmed upon completion of the document and agreement of the charges. Any charges that are introduced will be based on the schedule of rates used for housing repairs, a review of which is currently being undertaken and inform the policy. 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.
- 6.3 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 (EC)

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 will take place with all tenants on the proposed tenancy conditions.

## 10. RISK IMPLICATIONS

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

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

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

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Background papers:

Contact Officer: Sharon Stacey  
Executive Member: Councillor M Mullaney



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** \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

**Rent**

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(where applicable)

(where applicable)

(where applicable)

**Net Rent:**

Heating:

Water:

Miscellaneous Charges:

\_\_\_\_\_ Total

Weekly Payable Rent:

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**For office use only**

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

## CONDITIONS OF TENANCY

### 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 edged blue on the attached Plan (if any).

#### **Demoted Tenancy**

A tenancy as defined in clause 2.6.2.

#### **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.

#### **Exchange**

To swap tenancies with another Council tenant.

#### **Fixtures and Fittings**

All of the Landlord's appliances and furnishings in the Property [as stated in the attached inventory] 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 2.6.1.

**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.

**Neighbours**

Everyone 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.

**Neighbourhood Housing Officer**

The relevant officer of the Housing Operations department of Hinckley & Bosworth Borough Council.

**Other Tenants**

All other tenants of units in the Building other than the Tenant.

**Particulars**

Page 1 and 2 of this Tenancy Agreement.

**Partner**

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

**Plan**

The plan of the Property attached to this Tenancy Agreement (if any).

**Property**

The land and buildings edged red on the Plan and 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 as defined in clause 2.6.3.

**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, motorhome and any other kind of vehicle.

**We, Us, Our, Landlord, Council**

Hinckley & Bosworth Borough Council and any workers contractors or agents authorised by and acting on Hinckley & Bosworth Borough Council's behalf.

**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 should 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.
- 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 any conditions that are reasonable in Our opinion without which permission would not have been granted. Non compliance with any Written Permission means that the permission contained therein is automatically revoked.
- 2.7 There are three kinds of tenancies used by Hinckley & Bosworth Borough Council:

**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 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:

- 2.7.1.2.1 apply for the right to buy your home
- 2.7.1.2.2 vote for a change to another landlord
- 2.7.1.2.3 Sub-let your home
- 2.7.1.2.4 make a structural change to the Property
- 2.7.1.2.5 apply to Exchange your home.

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 six months if we have concerns that you, the Tenant, are in breach of the conditions of tenancy.

2.7.1.5 If we do extend your Introductory Tenancy by six months, we will serve a notice of extension on you. You have the right to request a review. The Introductory Tenancy will only be extended if you do not request a review or if you do request a review and our decision to extend is confirmed.

2.7.1.6 During your Introductory Tenancy, you must not break any of the tenancy conditions.

2.7.1.7 If you do not break any of the tenancy conditions during your Introductory Tenancy period, and we therefore do not take action against you, you will automatically become a Secure Tenant.

### **2.7.2 Demoted Tenancy:**

2.7.2.1 Demoted tenancies are created by the courts where a Secure Tenant has behaved antisocially. Demotion is an alternative to the council asking a court to evict you.

2.7.2.2 Demotion replaces your secure tenancy; you lose your security of tenure. If your tenancy has been demoted 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:

- 2.7.2.3.1 apply for the right to buy
- 2.7.2.3.2 Sub-let any part of your Property
- 2.7.2.3.3 vote for a change to a new landlord
- 2.7.2.3.4 take in a Lodger without our written permission
- 2.7.2.3.5 apply to Exchange your home
- 2.7.2.3.6 make a structural change to the Property
- 2.7.2.3.7 transfer to another council Property.

2.7.2.4 A Demoted Tenancy will last for 12 months unless we have served you with a notice to extend it. If a notice has been issued to you the Demoted Tenancy will last a further six months.

2.7.2.5 If there are any further breaches of the Conditions of Tenancy 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 Tenancy, you will become a Secure Tenant again.

2.7.2.7 As a demoted tenant, you have fewer rights than both introductory and secure tenants in relation to assigning your tenancy. There are different rights relating to Succession following your death.

### **2.7.3 Secure tenancy:**

2.7.3.1 Unless otherwise stated the general conditions detailed in this document relate to the rights and responsibilities for secure tenancies.

### **3. RENT**

- 3.1 You must pay the Rent to the Landlord weekly in advance throughout the whole period of the tenancy including any period that you are away from the Property without deduction or set-off.
- 3.2 The first payment of Rent is to be made on the date the tenancy starts as stated in the Particulars.
- 3.3 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to recover possession of the Property.
- 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 shortfall to Us weekly in advance.
- 3.6 We may change the amount of the Rent at any time on 24 hours notice.
- 3.7 If Your Rent is in arrears at any time during the tenancy you will immediately lose any eligibility for a transfer to alternative accommodation or to receive an offer of alternative accommodation.
- 3.8 If Your Rent is in arrears at any time during the tenancy We will not consent to a Property Exchange until You have paid the outstanding Rent.

### **4. USING THE PROPERTY**

- 4.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must not use the Property other than as a private home.
- 4.2 You must not operate a business from the Property without Our prior written consent.
- 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 consent 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 on request of the Landlord.



- 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 your home to any adjoining properties. This may include laying carpets or fitting other floor insulation.
- 4.10 The Tenant 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 the Tenant allows either by default of payment or specific instruction the utility or other services to be cut off the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 4.12 The Tenant shall pay for a television licence for the Property if a licence is required.
- 4.13 The Tenant 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.

## **5. WRITTEN NOTICES**

- 5.1 If we have posted a letter or notice first class to 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 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 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 your tenancy.
- 6.2 Your tenancy will end at midday on the first Monday after the four weeks notice was given.
- 6.3 When you move out of the Property you must give us all the keys to the Property, including keys for window locks and security fobs to the door entry system by midday on the Monday the tenancy terminates.
- 6.4 If you do not return your keys by the end of the tenancy the cost of replacing the locks will be charged as Rent.
- 6.5 At the end of your tenancy 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 your tenancy, including any arrears from previous tenancies.
- 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. We will also charge you the cost of removal of any items left at the Property at the end of the Tenancy.
  - 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 Improvements, fixtures or fittings that you had installed, you must put the Property back to the way it was before you installed them. If you do not, we may charge you a reasonable cost for having to do this.
  - 6.7.5 If you damage any part of the structure, fixtures or fittings (supplied by the Council) 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.
  - 6.7.6 Make sure all Fixtures and Fittings you have installed and which you are leaving in the Property are in good working order.

- 6.7.7 You must take remove any of the council's Fixtures and Fittings when you leave a Property. If you do 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 your home for more than four consecutive weeks.
- 6.10 If You leave the Property vacant for more than four weeks without giving us notice as set out above this tenancy shall come to an end and the Council may commence possession proceedings at Court.

## **7. THE COUNCIL'S RESPONSIBILITIES**

- 7.1 Subject to the Tenant paying the Rent and all other sums due under this tenancy 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 The Landlord shall insure the Property to its full value against such risks as the Landlord shall determine in its absolute discretion.
- 7.3 The Landlord shall not be required by the Tenant to produce evidence of the insurance for the Property.
- 7.4 The Landlord 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.
- 7.5 The Landlord shall not be required to;
- 7.5.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
  - 7.5.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

## **8. REPAIRS**

- 8.1 You must repair renew replace and keep in repair the Fixtures or Fittings at the Property.
- 8.2 You must repair renew and replace any part or parts of the Property/Building that are damaged by You.

- 8.3 For the avoidance of doubt You are responsible for repairing, renewing or replacing the following items in particular:
- 8.3.1 fuses
  - 8.3.2 cupboard catches and handles
  - 8.3.3 keys to door and window locks
  - 8.3.4 plugs and chains to sinks, basins and baths
  - 8.3.5 TV aerials
  - 8.3.6 surface damage to internal plasterwork
  - 8.3.7 pelmets, curtain and picture rails
  - 8.3.8 gate and shed latches, bolts and catches
  - 8.3.9 lagging and other insulation material
  - 8.3.10 broken or cracked glass in any internal or external door or window.
  - 8.3.11 internal or external light bulbs/fluorescent tubes.
  - 8.3.12 TV aerials (unless warden assisted or communal systems).
  - 8.3.13 Internal/external doors, door handles and latches
  - 8.3.14 sealant around basins, baths, showers and kitchen work surfaces
  - 8.3.15 cylinder jackets where the hot water tank is not pre-insulated
  - 8.3.16 toilet chains/handles, seat and lid.
  - 8.3.17 drawer handles
  - 8.3.18 door numbers and letter plates
  - 8.3.19 glazed tiles around the bath, basin, shower and sink
  - 8.3.20 curtain battens
- 8.4 You must not make any Improvement or alterations to the Property internally or externally without Our Written Permission.
- 8.5 You must keep all of the Fixtures and Fittings at the Property clean and tidy and free from damage at all times.
- 8.6 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.
- 8.7 You must not remove or replace any internal or external doors or any door closers fitted to fire doors.
- 8.8 You must take reasonable steps to avoid moisture building up (condensation) within the Property.
- 8.9 You must keep in repair any addition or Improvement or alteration you make to the Property.
- 8.10 You must take reasonable steps to prevent pipes freezing.
- 8.11 You are responsible for properly and adequately installing maintaining and repairing any electrical appliances installations at the Property.

- 8.12 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages if they occur.
- 8.13 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.
- 8.14 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.
- 8.15 You must keep all paths at the Property leading to and from the public highway clean clear and free of all obstructions and ice and any other dangerous material or substance.
- 8.16 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 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.
- 8.17 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.
- 8.18 You must not fit an aerial or satellite dish or receiving antennae at the Property without our written permission and the relevant planning permission. 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.
- 8.19 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 to Part P of the Building regulations.
- 8.20 You are responsible for repairing and maintaining all Improvements alterations and Fixtures and Fittings you install at the Property.
- 8.21 You must not remove, cover up or disconnect any mains-operated smoke detector that we have installed.
- 8.22 You must maintain any battery operated smoke detectors. Apart from those that have been installed by the Council.
- 8.23 You must put and keep in repair any part of the Property which has fallen into disrepair that you failed to notify us about in writing.
- 8.24 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.

- 8.25 We will repair and maintain:  
8.25.1 the structure and outside of the Property/Building;  
8.25.2 any electrical wiring and gas and water pipes;  
8.25.3 any central-heating equipment and water-heating equipment we have installed in the Property;  
8.25.4 any Shared Areas necessary to the use of the Property.
- 8.26 You must put and keep in repair and maintain the fences marked with a 'T' on the Plan.
- 8.27 You must not make any hole or insert any gate or otherwise modify or tamper with any boundary fence/wall at the Property.
- 8.28 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.

## **9. REPORTING A REPAIR**

- 9.1 You must inform us in writing as soon as you become aware of a Repair for which We are responsible.

## **10. REPAIRS**

- 10.1 We will keep the structure and exterior of your home (including drains, gutters and external pipes) in repair.
- 10.2 We will keep installed facilities which provide the supply of water, gas, electricity and sanitation in your home, in repair and proper working order.
- 10.3 We will keep installations which provide heating for water and central heating at the Property in repair.
- 10.4 Subject to clause 8.15 We will keep in repair any step or path that is an essential means of access to your Property. Being one row of slabs to main house entrance door/s one row to external outbuildings and one row to clothes drying facilities.
- 10.5 We will keep any boundary fence or wall which we have provided in repair. Other than Repairs to make them safe, We may remove broken fences or walls we have provided rather than repair them.
- 10.6 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.

- 10.7 In Flats and maisonettes, we will keep all communal entrances, halls, stairways, lifts, lighting and other parts for common use, in repair.
- 10.8 We will keep common areas free from obstruction and arrange for the removal items made from materials that do not meet fire safety standards.
- 10.9 We have no responsibility to install, extend or improve ventilation, heating, insulation, internal plasterwork or electrical appliances and fittings, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.
- 10.10 We are not responsible for condensation or the effects of condensation, unless it arises from a breach of our repairing responsibilities or as a result of a statutory repairing obligation.
- 10.11 We will maintain communal TV aerials, being those aerials located at warden assisted complexes and Flats with communal entrance.
- 10.12 We will maintain mains operated smoke detectors that we have provided.
- 10.13 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 immediate action to gain entry to do the work.
- 10.14 Where permission is requested to complete any repair or Improvement works, it will not be unreasonably withheld. If you do make changes without our permission, we may ask you to restore the Property to how it was or alternatively complete the work to restore the Property to how it was and re-charge you accordingly.

## **11. CARRYING OUT A REPAIR**

- 11.1 Always ask to see the identity card of anyone who calls at your home 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 home and telephone the Contact Centre for confirmation.
- 11.2 You must allow us access to the Property for inspection, testing, servicing, repair, Planned programmes, gas servicing; safety checks; Improvement or maintenance of the Property or adjoining Property. between the hours of 8am and 7pm and at any other time in an emergency. We will give you advance notice whenever possible.
- 11.3 In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your Property or adjoining properties.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 If the repair appointment is not kept you should telephone the Contact Centre.
- 11.8 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.
- 11.9 We may require you to move furniture or other personal possessions to enable us to carry out Repairs. Where you are unable to do this, we will try to help. 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. 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 an refit theses coverings to allow the repair to be carried out.
- 11.10 You must take steps to store or protect your possessions while repair work is being done.
- 11.11 If something is damaged as a result of our Repairs, 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.
- 11.12 If you wish to make a claim due to damage or loss of facilities you must complete a claim form which is available from your local neighbourhood or housing office. We may not accept liability for any alleged losses if you do not notify us as specified.
- 11.13 We may not be responsible if any of your Property is damaged because you failed to take reasonable steps to store or protect it. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.



- 11.14 We will remove all associated rubbish, building materials and equipment from your Property after repair work has been completed.
- 11.15 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.
- 11.16 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 us to arrange for another approved Repairs Partner to do the work. If this Repairs Partner fails to do the work, you may be entitled to compensation. You should contact the Repairs section for more information.

## **12. PROVISION OF TEMPORARY ACCOMMODATION**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- 12.5 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.
- 12.6 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.
- 12.7 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

## **13. PROPERTY EXCHANGE**

- 13.1 You have the right to Exchange your home with another Hinckley & Bosworth Borough Council, a housing association tenant or a council tenant from another council.
- 13.2 You can only Exchange your home with another tenant if:
- you both have a secure tenancy
  - you both live in England or Wales
  - you both have written permission from your landlord.
- 13.3 We may refuse an Exchange if you do not meet certain conditions.
- 13.4 If you Exchange your Property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted.
- 13.5 If you have made any unauthorised Improvements or modifications damaged any fixture and fittings to your home you must put the Property back into its previous state at your own expense before we will give permission to Exchange.
- If any damage is caused or items removed at the time of moving (after permission has been granted) we may recharge you for any associated costs of the repairs.

## **14. RIGHT TO BUY**

- 14.1 In certain circumstances, you have the right to buy your home. Please speak to your Neighbourhood Housing Officer for more details.

## **15. SUCCESSION**

- 15.1 You may only assign your tenancy or otherwise deal with your tenancy in accordance with the Hinckley & Bosworth Borough Council Succession policy.

## **16. HYGIENE**

- 16.1 You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must:
- 16.1.1 Take reasonable steps to keep the Property, Garden and Shared Areas free from rats, mice and other vermin.
- 16.1.2 Keep the Property, Garden and Shared Areas free from noxious smells (including animal fouling).
- 16.1.3 Keep the Property, Garden and Shared Areas clean, tidy and free from recycling and household waste.

- 16.2 You must inform the Environmental Health department immediately if your home becomes infested with rats.
- 16.3 You must inform the Housing Repairs team immediately if the drains of the Property become blocked.  
16.3.1 We will clear blocked drains as soon as possible;  
16.3.2 If in Our opinion You have caused the blockage by not using the drains properly by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, You must pay Our costs of clearing the drains.
- 16.4 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.

## **17. HEALTH AND SAFETY**

- 17.1 For health and safety reasons you, your Partner and Relatives and any other person living in or visiting the Property (including children) must not:
- 17.1.1 Use portable oil, paraffin or gas cylinder heaters in the Property.
- 17.1.2 Store flammable materials or gas on the Property.
- 17.1.3 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.
- 17.1.4 Damage or overload any lift in the Building serving the Property.
- 17.1.5 Do anything in the Property which could cause a danger to anyone in the Property or in the Local Area.
- 17.1.6 Throw anything through the windows of the Property.
- 17.1.7 Smoke in the internal Shared Areas of any building or allow other members of your household or visitors to your Property to do so.
- 17.1.8 Smoke in the Property when We visit you.
- 17.1.9 Block, obstruct, create or leave any hazard on any Shared Area.
- 17.1.10 Leave used syringes on the Property or Shared Areas.

17.1.11 Place any item on an external windowsill at the Property.

17.1.12 Park Vehicles in areas set aside for emergency Vehicles.

17.1.13 Delay telling the Repairs Service about any damage to the Property.

17.2 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.

17.3 Mobility scooters can only be stored in any provided scooter storage sheds forming part of the Building or within your Property.

17.4 You must inform Us immediately if the gas or electricity meters at the Property have been removed or tampered with by anyone.

17.5 You must obtain our written permission before fitting a camera or any other type of surveillance equipment at the Property.

## **18. ANIMALS**

18.1 You, your friends and Relatives and any other person living in or visiting the property (including children) must not:

18.1.1 Must not keep a dog in a property without a garden.

18.1.2 Keep any animal 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 at the Property.

18.1.3 Keep livestock or birds at the Property without Our prior written consent.

18.1.4 Allow any animal kept at the Property to cause or become a nuisance to your Neighbours.

18.1.5 Breed any animals at the Property without Our prior written approval.

18.1.6 Dogs must be kept on leads at all times when in Shared Areas.

18.1.7 Keep more than one domestic cat and/or one dog at the Property. Written permission will be required for any additional cats and dogs.

18.1.8 Allow your animal to foul communal areas – always clean up after your animals

18.1.9 Allow animals to cause damage to the Property, any such damage is the responsibility of the tenant to rectify.

18.2 You must remove all animal fouling in your garden to prevent it becoming a nuisance to your neighbours

## **19. GARDENS**

- 19.1 You must keep all Garden areas for which you are responsible neat and tidy.
- 19.2 You must not erect any building or structure in your Garden without obtaining our written permission.  
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
- 19.3 If Our permission is granted in accordance with 13.2 above, You must obtain the necessary planning permission and comply with building regulations in relation to the erection.
- 19.4 You must remove any garage, shed, greenhouse or outhouse and safely dispose of within seven days of Our written request for such removal.
- 19.5 You must not remove, alter, replace or plant any hedge or fence at the Property without obtaining Our prior written consent.
- 19.6 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.
- 19.7 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.
- 19.8 Hedges must be kept below 2 metres high.
- 19.9 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the Garden.
- 19.10 You must not pour hazardous substances down ordinary drains.
- 19.11 You must not cause a nuisance through the lighting of bonfires.
- 19.12 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 consent from Us to remove a tree.

## **20. VEHICLES**

- 20.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must not:
- 20.1.1 Park any car or motorbike anywhere on the Property except in a garage or on an area of hardstanding with a dropped kerb to access the Property from the public highway.
- 20.1.2 Park any Vehicle at the Property other than a car or motorcycle without the Our prior written consent

- 20.1.3 Build a parking space, garage or drive without Our written permission.
- 20.1.4 Park any Vehicle which weighs more than one tonne at the Property without our prior written permission.
- 20.1.5 Repair any Vehicle at the Property other than a car or a motorbike.
- 20.1.6 Cause any oil or other deleterious substances to damage the Property.
- 20.1.7 Park any Vehicle which is untaxed (unless there is a SORN in respect of the vehicle), unroadworthy or is in disrepair on the Property.
- 20.1.8 Run a motor-vehicle related business at the Property.
- 20.1.9 Park any Vehicle on the Garden or a grassed area.
- 20.1.10 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.
- 20.1.11 Park any Vehicle on a designated area set aside for emergency Vehicles, or park in any area which would block access for emergency Vehicles or refuse collection Vehicles.
- 20.1.12 Sell, Rent or licence a parking space which we provide for you, without our written consent.
- 20.1.13 Double park Vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the Emergency Services' Vehicles.
- 20.1.14 Advertise Vehicles for sale on a Property without the council's written consent.
- 20.1.15 Store vehicles which are not in use for a period of more than 6 months.

20.2. If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.

20.3. You are permitted to store a battery operated mobility scooter in your home, providing you have individual access to your Property. Otherwise written permission should be sought.

**21. ANTISOCIAL BEHAVIOUR**

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

- 21.1.1 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.
- 21.1.2 Be involved in any form of Hate Crime
- 21.1.3 Harass or use threatening or abusive behaviour towards any person residing in visiting or otherwise engaging in lawful activity in the Local Area.
- 21.1.4 Harass or use threatening or abusive behaviour towards Our employees, Councillors, anyone contracted to do work for the council, elected tenant representatives or tenant inspectors.
- 21.1.5 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.
- 21.1.6 Carry out any act of Domestic Abuse at the Property on any person living at the Property.
- 21.1.7 Cause any environmental nuisance in your Local Area such as littering, dog fouling, graffiti, fly posting or fly tipping.

21.2 This tenancy will determine upon any breach by You of clause 7.1.

**Signed by the Tenant**

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***Signed by the Landlord***

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## **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 1<sup>st</sup> 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.
- 2.2 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
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 **Moving to a different property.**
- 2.6.1 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.
- 2.6.2 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.

### **3 THE RIGHT TO SUCCEED – WHO QUALIFIES.**

#### **3.1 Tenancies signed up on or before 31<sup>st</sup> March 2013.**

- 3.1.1 These rights apply to people who were signed up for an introductory tenancy before 31<sup>st</sup> March 2013, or whose introductory tenancy was converted to a secure tenancy before 31<sup>st</sup> March 2013.
- 3.1.2 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 31<sup>st</sup> 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 1<sup>st</sup> 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.

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