

To: Leader & Members of the Executive

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Friday, 8<sup>th</sup> November 2019

Dear Councillor

**EXECUTIVE**

You are hereby summoned to attend a meeting of the Executive of the Bolsover District Council to be held in the Council Chamber, The Arc, Clowne on Monday, 18<sup>th</sup> November 2019 at 10:00 hours.

Register of Members' Interests - Members are reminded that a Member must within 28 days of becoming aware of any changes to their Disclosable Pecuniary Interests provide written notification to the Authority's Monitoring Officer.

You will find the contents of the agenda itemised from page 2 onwards.

Yours faithfully



Joint Head of Corporate Governance & Monitoring Officer



**We speak your language**  
Polish **Mówimy Twoim językiem**  
Slovak **Rozprávame Vaším jazykom**  
Chinese **我们会说你的语言**

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If you require an adjustment to enable you to participate in or access the meeting please contact the Governance Team at least 72 hours before the meeting starts.

## EXECUTIVE

### AGENDA

*Monday, 18<sup>th</sup> November, 2019 at 10:00 hours in the Council Chamber, The Arc, Clowne*

Item No.	PART 1 – OPEN ITEMS	Page No.(s)
1.	<b>Apologies For Absence</b>	
2.	<b>Urgent Items of Business</b>	
	To note any urgent items of business which the Chairman has consented to being considered under the provisions of Section 100(B) 4(b) of the Local Government Act 1972.	
3.	<b>Declarations of Interest</b>	
	Members should declare the existence and nature of any Disclosable Pecuniary Interest and Non Statutory Interest as defined by the Members' Code of Conduct in respect of:	
	a) any business on the agenda	
	b) any urgent additional items to be considered	
	c) any matters arising out of those items	
	and if appropriate, withdraw from the meeting at the relevant time.	
4.	<b>Minutes</b>	4 - 8
	To consider the minutes of the last meeting held on 14 <sup>th</sup> October 2019.	
	<b><u>MATTERS REFERRED FROM SCRUTINY</u></b>	
	None.	
	<b><u>BUDGET &amp; POLICY FRAMEWORK ITEMS</u></b>	
	None.	
	<b><u>NON KEY DECISIONS</u></b>	
5.	<b>Local Offer for Children in Care and Care Leavers</b>	9 - 17
6.	<b>Budget Monitoring Report - Quarter 2 - July to September 2019</b>	18 - 33
7.	<b>Rent Arrears Policy</b>	34 - 71

#### **KEY DECISIONS**

None.

## **PART 2 - EXEMPT ITEMS**

### **8. Exclusion of Public**

To move:-

That the public be excluded from the meeting during the discussion of the following items of business to avoid the disclosure to them of exempt information as defined in Part 1 of Schedule 12A to the Local Government Act 1972, (as amended by the Local Government (Access to Information) (Variation) Order 2006). [The category of exempt information is stated below each item].

### **9. Exempt Minutes** *(Paragraph 3)*

72 - 75

To consider the exempt minutes of the last meeting held on 14<sup>th</sup> October 2019.

## **NON KEY DECISIONS**

### **10. Payment Card Industry Data Security Standard - Update** *(Paragraph 3)*

76 - 83

# Agenda Item 4

## EXECUTIVE

Minutes of a meeting of the Executive of the Bolsover District Council held in the Council Chamber, The Arc, Clowne on Monday 14<sup>th</sup> October 2019 at 1000 hours.

### PRESENT:-

Members:-

Councillor Steve Fritchley in the Chair

Councillors

Councillors Nick Clarke, Mary Dooley, Duncan McGregor, Clive Moesby, Sandra Peake, Liz Smyth and Deborah Watson.

Officers:- Dan Swaine (Joint Chief Executive Officer), Lee Hickin (Joint Strategic Director – People), Karen Hanson (Joint Strategic Director – Place), Theresa Fletcher (Chief Accountant and S.151 Officer), Victoria Dawson (Solicitor – Team Manager (Contentious) and Deputy Monitoring Officer), Karl Apps (Acting Joint Head of Economic Development), Grant Galloway (Joint Head of Property and Commercial Services), Ian Barber (Property Services Manager), and Donna Cairns (Senior Governance Officer).

### 0349. APOLOGIES

There were no apologies for absence.

### 0350. URGENT ITEMS OF BUSINESS

There was no urgent business to be considered at the meeting.

### 0351. DECLARATIONS OF INTEREST

Members were requested to declare the existence and nature of any disclosable pecuniary interests and/or other interests, not already on their register of interests, in any item on the agenda and withdraw from the meeting at the appropriate time.

There were no declarations of interest made at the meeting.

### 0352. MINUTES – 16<sup>th</sup> September 2019

Moved by Councillor Duncan McGregor and seconded by Councillor Clive Moesby  
**RESOLVED** that the minutes of a meeting of the Executive held on 16<sup>th</sup> September 2019 be approved as a true and correct record.

### 0353. ITEMS RECOMMENDED BY SCRUTINY COMMITTEES

No items were recommended to this meeting by the Scrutiny Committee.

## EXECUTIVE

### 0354. BUDGET AND POLICY FRAMEWORK ITEMS

There were no budget and policy framework items at this meeting.

### NON KEY DECISIONS

### 0355. OLDER PEOPLE'S HOUSING, ACCOMMODATION AND SUPPORT: A COMMISSIONING STRATEGY FOR DERBYSHIRE

Executive considered the report of the Portfolio Holder – Housing and Community Safety which informed Executive of the Older People's Housing, Accommodation and Support: A Commissioning Strategy for Derbyshire report developed by Derbyshire County Council.

The strategy had been developed following input from district and borough councils to address issues with an aging population across Derbyshire. Locality profiles were included in the strategy which outlined a need for a range of additional housing and accommodation for older people. Derbyshire County Council hoped to continue working in partnership to achieve the aims of the strategy.

A five year implementation plan was included with the strategy outlining key activities and projects which needed to take place. This was to be reviewed on an annual basis by Derbyshire County Council.

Members agreed with the need to work effectively with partners to support older people however the District Council needed to be careful not to commit to additional responsibilities in financial terms that should be that of the County Council or other partners.

Moved by Councillor Sandra Peake and seconded by Councillor Duncan McGregor  
**RESOLVED** – That Executive considers and notes the Derbyshire County Council commissioned Older People's Housing, Accommodation and Support: A Commissioning Strategy for Derbyshire.

#### **REASON FOR DECISION:**

By working in partnership with Derbyshire county Council and other agencies, the Council could work towards improving the lives of older people by providing accommodation that would be suitable for their needs.

#### **OTHER OPTIONS CONSIDERED:**

Not receiving the strategy was rejected as the Council recognised the District had an aging population and that Derbyshire County Council were a strategic partner in supporting these people.

(Acting Joint Head of Economic Growth)

## EXECUTIVE

### **0356. FUTURE HIGH STREETS FUND (FHSF) 2020 AND THE NEW TOWNS FUND**

It was proposed that the report be deferred in order for further consideration of the proposals to be carried out.

Moved by Councillor Liz Smyth and seconded by Councillor Duncan McGregor

**RESOLVED** – That the report be deferred to a future meeting.

#### **REASON FOR DECISION:**

In order to allow for further consideration and assessment of the most suitable bid to submit.

#### **OTHER OPTIONS CONSIDERED:**

The option to consider the report and determine which Town Centre to be the subject of the bid at this meeting was rejected as there was an opportunity to consider the proposals further before the call for bids opens.

(Acting Joint Head of Economic Growth)

### **0357. EXCLUSION OF THE PUBLIC**

Moved by Councillor Duncan McGregor and seconded by Councillor Clive Moesby

**RESOLVED** that under Section 100(A)(4) of the Local Government Act 1972 (as amended), the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in the stated Part 1 of Schedule 12A of the Act and it is not in the public interest for that to be revealed. [The category of exempt information is stated after each Minute].

## **PRIVATE SESSION – NON KEY DECISIONS**

### **0358. ENVIRONMENTAL HEALTH AND ENFORCEMENT REVIEW**

Executive considered the report of the Portfolio Holder – Street Scene and Environmental Health which outlined the current challenges within the joint Environmental Health Service and proposed a review of Environmental Health and Enforcement.

Various aspects of the performance of Environmental Health and issues faced by the service were addressed in the report including Environmental Enforcement, fees and charges, technology and the vacancies within the team. The report outlined the interim arrangements in place and proposed that a review be undertaken to address these concerns on a longer term basis.

Moved by Councillor Deborah Watson and seconded by Councillor Duncan McGregor

**RESOLVED** – that Executive –

## EXECUTIVE

- (1) notes the challenges within the Environmental Health service and the opportunity to improve Environmental Enforcement
- (2) supports on Environmental Health and Enforcement Review to include
  - A review of existing staffing structures, including functional synergies and the skills mix of staff.
  - Exploration of opportunities to establish a multi-functional, joined-up environmental enforcement team.
  - A review of salary levels and individual posts to address job evaluation discrepancies.
  - Business process improvements including the use of technology and other efficiency measures.

### REASON FOR DECISION:

The review was to look at ensuring that the Council had a modern service that would be able to respond to the challenges that it faced.

### OTHER OPTIONS CONSIDERED:

The alternative option of continuing with current arrangements, prioritising actions and using contractors was rejected due to the potential risks to public health, the reputational risks arising from external scrutiny and the inability to meet expectations through effective environmental enforcement.

(Paragraphs 1, 2, and 3)  
(Joint Strategic Director – Place)

## PRIVATE SESSION – KEY DECISIONS

### 0359. DEVELOPMENT PROPOSAL – WHITWELL CLUSTER – B@HOME FRAMEWORK

Executive considered the report of the Portfolio Holder – Housing and Community Safety which informed Executive of the outcome of feasibility works undertaken on four potential development sites in Whitwell and which sought funding approval to develop 16 new Council dwellings through the B@Home framework programme.

An Exempt Minute contains further details of information discussed at the meeting which cannot be published in the public Minutes.

Moved by Councillor Sandra Peake and seconded by Councillor Deborah Watson

**RESOLVED** – that –

- (1) Executive approves the schemes to deliver 16 properties as outlined in the report, subject to planning approval;
- (2) Executive recommend to Council that the scheme be funded through the Housing Revenue Account New Build Reserve in the first instance with the option to utilise Housing Revenue Account borrowing if required; and

## **EXECUTIVE**

- (3) subject to Council approval of financing the Joint Head of Property and commercial Services be granted delegated power to enter the construction contracts on behalf of the Council.

### **REASON FOR DECISION:**

To advance the proposed scheme to further exceed the Councils corporate target of building new Council properties.

### **OTHER OPTIONS CONSIDERED:**

The option not to support the development of the sites was rejected as the chosen sites were considered to meet the recognised housing demand in the District and should these schemes not be progressed demand would have remained.

(Paragraph 3)  
(Joint Head of Property and Commercial Services)

The meeting concluded at 1025 hours.



**Bolsover District Council**

**Executive**

**18<sup>th</sup> November 2019**

**Local Offer for Children in Care and Care Leavers**

**Report of the Portfolio Holder - Housing & Community Safety**

This report is public

**Purpose of the Report**

- To seek approval for the District Council to support and commit to a countywide District and Borough 'Local Offer for Children in Care and Care Leavers'.
- To seek approval for the District Council to support and commit to the development of a countywide 'Care Leaver Covenant'.

**1 Report Details**

- 1.1 There are approximately 70,000 to 80,000 children in care in England at any one time. At the time of writing this report there are 825 children in care across Derbyshire, 129 of these children are in North East Derbyshire and Bolsover Districts. Derbyshire County Council (DCC) currently have approx. 350 active foster families/carers, far fewer than is needed to meet demand.
- 1.2 Most of these children have had a very poor start in life often witnessing things many of us thankfully have never had to. Not all children needing foster care come from broken homes or are abused, some will be due to their parents becoming seriously ill or even dying. At a time when playing, having fun and making friends should be helping to form the building blocks for their future selves, many of these children are being faced with unspeakable challenges, being removed from a place that should be their sanctuary and plunged into a life of uncertainty, worry and fear.
- 1.3 When they leave care, many of these young people will face considerable disadvantage in their lives, compared to that of others. Whilst most young people will continue to rely upon their families well into early adulthood and beyond, young people leaving care often do so without the support of a loving family. For a care leaver there is a very high risk that without continued support and people to care about them, that they will never reach their potential.

- 1.4 This provides the context for Section 2 of the Children & Social Care Act 2017 which requires each local authority (including District Councils) to publish a Local Offer for its care leavers (18 – 25 years). Through the Derbyshire Local Authorities Chief Executives Group and the newly formed Derbyshire Corporate Parenting Board, the County Council and District/Borough Councils agreed to collaborate to create one single ‘Local Children in Care and Care Leaver Offer’ for each of the District and Borough Councils to consider for adoption and publication.
- 1.5 The current number of care leavers across Derbyshire at the time of producing the report;

District/Age	18 years old	19 years old	20 years old	21 years old	Total
Amber Valley	8	11	12		31
Bolsover	3	3	5		11
Chesterfield	20	9	14		43
Derbyshire Dales	3	2	1		6
Erewash	8	16	12	1	37
High Peak	9	6	10		25
North East Derbyshire	9	5	3	1	18
South Derbyshire	5	7	6		18
<b>Total</b>	<b>65</b>	<b>59</b>	<b>63</b>	<b>2</b>	<b>189</b>

- 1.6 **The proposed District and Borough ‘Local Offer for Children in Care and Care Leavers’;**

1.6.1 Council Tax Discount for Derbyshire Care Leavers

***The rationale:***

Managing budgets can be challenging for most people on low incomes particularly so for vulnerable young people adjusting to living by themselves without the support of a family network. A 2015 report by *The Children’s Society* (The Wolf at the Door – How Council Tax debt collection is harming children) suggests that care leavers are a particularly vulnerable group for Council Tax debt.

***The offer:***

A care leaver is defined as a young person aged 18-25 who was formerly a child in the care of Derbyshire County Council and becomes liable for council tax for a dwelling in this district. The discount will be awarded on the main residence of the care leaver up until their 25<sup>th</sup> birthday and will equate to 100% of their liability for council tax after all other relevant discounts and exemptions have been applied.

1.6.2 Active Fostering – Physical Activity Programme

***The rationale:***

It is well documented how physical activity improves overall health and fitness, however physical activity can also improve self-esteem, reduce stress, anxiety, play a role in preventing mental health problems and improving the life of those participating. However what is probably not as well-known is the impact of ‘*physical inactivity*’ - physical inactivity is said to be the fourth leading cause of death worldwide. When coupled with other lifestyle and socio-economic issues, the effects of physical inactivity can become compounded and an individual’s overall health and wellbeing can be affected to an even greater extent.

***The offer:***

An activity programme which helps foster families (and their families living at the same address), children in care and care leavers up to the age of 25, to be physically active by providing free access to some of our leisure facilities and activities. The programme provides free access to; swimming, swimming lessons and gym.

1.6.3 Employment, Skills, Apprenticeships and Work Experience

***The rationale:***

Working, whether paid or unpaid, is good for our wellbeing. It contributes to our happiness, helps us to build confidence and self-esteem and allows us to build supportive relationships and friendships with our colleagues. Employment can improve health by increasing social capital, enhancing psychological wellbeing, providing income and reducing the negative health impacts of economic hardship.

***The offer:***

Working with Derbyshire Children’s Services, actively signpost care leavers to apprenticeship, work placement, work experience and mentoring opportunities within our own and partner organisations.

#### 1.6.4 Accommodation and Housing

##### ***The rationale:***

Moving into suitable, safe accommodation, is often one of the main concerns for those leaving and preparing to leave care. Successful transitions into independent living can be significantly affected by the young person's accommodation and the avoidance of moving too far away from their settled area. A proper assessment of the young person's housing needs, assistance in preparing to make the move, offering choices in style and location coupled with a package of support to go with the accommodation, will all help to achieve positive results.

##### ***The offer:***

The District Council will work with other District and Borough Councils and DCC Children's services to review and refresh the joint working protocols to ensure that they are fit for purpose and deliver positive outcomes for care leavers across the County. This work will focus on the following:

- Local Connection –

Young people leaving care may have difficulty establishing a 'local connection' with the area where they feel most at home and therefore be unable to access services there should they become homeless. The Council will work to ensure that a young homeless care leaver has a local connection to the area of the local authority that looked after them or, if it is different, the area where they normally live and have lived for at least 2 years including some time before they reached 16. This will make it easier for them to get help in whichever of these areas they feel most at home.

- Intentionally Homeless –

Being 'intentionally homeless' means that the individual's homelessness or threatened homelessness is due to something the individual deliberately did or failed to do - this could affect a homeless person's opportunities to secure longer term housing arrangements. The Council will work to ensure that when it comes to a young homeless care leaver, all facts will be taken into account. The Council will consult with DCC Children's Services to obtain advice and information as to the young person's emotional and mental well-being, maturity and general ability to understand the impact of their actions.

## 1.6.5 Marketing and Promotion

### ***The rationale:***

There is a significant national shortfall of foster carers, DCC has approx. 350 active foster families/carers, far fewer than is needed to meet demand. Effective and appropriate advertising, marketing and promotion is key to attracting and retaining quality foster carers across the County. Getting the right messages, the right level of emotion, the right images and the right information to a larger audience will ensure that not only the number of enquiries will increase, but the number of successful recruitments will increase by ensuring that the applicant is clear from the outset what being a foster carer is all about.

### ***The offer:***

Working with Derbyshire Children's Services, actively support the promotion and recruitment of foster carers and supported lodgings, through the Council's many and varied communication channels, mediums and platforms. These will include but won't be limited to; printed newsletters, websites, social media, text messages and displays within public buildings with high footfall such as leisure centres.

## **1.7 Care Leaver Covenant**

1.7.1 In July 2016, the Government published a major new policy document 'Keep on Caring' to support young people from care to independence. A key policy commitment in the paper is a strategic pledge to introduce a Care Leaver Covenant.

1.7.2 The Covenant is a promise made by the private, public and voluntary sectors to provide support for care leavers aged 16-25 to help them live independently.

1.7.3 The aim of the Care Leaver Covenant, to which organisations commit, is to provide additional support for those leaving care; making available a different type of support and expertise from that statutorily provided by local authorities.

1.7.4 Each organisation that commits to the Care Leaver Covenant will be able to offer a support package to care leavers that is tailored to its specific expertise. The organisation would underpin its commitment to the covenant with a specific 'offer', setting out what it can provide.

1.7.5 The Care Leaver Covenant outcomes will ensure that care leavers:

- Are better prepared and supported to live independently.
- Have improved access to employment, education and training.
- Experience stability in their lives and feel safe and secure.
- Have improved access to health and emotional support.
- Achieve financial stability.

- 1.7.6 Along with our own ‘Children in Care and Care Leavers Offer’, there is an opportunity for the District Council to work collaboratively with Derbyshire County Council, other District/Borough Councils and other partners and stakeholders across all sectors within the county, to develop a ‘Derbyshire Care Leaver Covenant’. It is hoped that this commitment would form the foundation to identifying further measures to support children in care and care leavers across the county.

## **2 Conclusions and Reasons for Recommendations**

- 2.1 We know that children in care and care leavers face some of life’s toughest challenges and are more likely to encounter many more barriers in life than those of their peers. With the right support however, children in care and care leavers are absolutely capable of achieving their ambitions, aspirations and life goals.
- 2.2 As community leaders, District Councils have the potential to support both children in care and those leaving care. By raising awareness of the challenges, by promoting the opportunities and benefits of becoming a foster carer and by working collaboratively with others to provide opportunities to those leaving care, District and Borough Councils can significantly improve the life chances of these young people.

## **3 Consultation and Equality Impact**

- 3.1 There are no negative equality impact implications from this report. The proposed Local Offer for Children in Care and Care Leavers has significant and positive benefits for those in care and those leaving care who are some of the most vulnerable residents in the District.

## **4 Alternative Options and Reasons for Rejection**

- 4.1 The publication of a local offer is a requirement for the local authority so there is no option not to have an offer. Rather than each Council producing and publishing its own offer, the proposal and options as to what the offer would contain from a District and Borough perspective are presented as a minimum ‘joint offer’ that all Districts and Boroughs within the County would adopt and publish in the interests of consistency, clarity and equity.

## **5 Implications**

### **5.1 Finance and Risk Implications**

- 5.1.1 Section 13A of the Local Government and Finance Act 1992 allows local authorities to reduce council tax in addition to statutory discounts. There is a financial implication to awarding reliefs under Section 13A as the Council has to finance all such reliefs from its own funds. As this can only be introduced as a local council tax discount, the cost is not shared with other preceptors and all the

cost falls to Bolsover District Council. The Council have approved this element of the offer previously in January 2019.

- 5.1.2 The *Active Fostering Physical Activity Programme* is part funded through DCC Public Health existing contracts with the Council, Bolsover District Council currently receive approx. £600 p.a. towards the delivery of this programme. There are no additional financial implications for this element of the offer.
- 5.1.3 With regard to *Employment, Skills, Apprenticeships and Work Experience*, there are no material additional direct costs associated with this proposal. This strand of the proposal will be delivered through existing budgets and will largely involve improved processes, organisational links and communication.
- 5.1.4 The *Marketing and Promotion* element of the offer will not generate additional direct costs for the Council. DCC will be responsible for the design and content of the material, the District Council will provide the platforms for the promotion of the material. There may be a slight loss of income/opportunity when promoting foster care opportunities within the Councils printed magazine due to a missed opportunity to 'sell' that space within – this is thought to be negligible however.
- 5.1.5 The proposal seeks to reduce the risk of future poverty and deprivation. Increased financial resilience will increase personal resilience and reduce demand for future services.

## **5.2 Legal Implications including Data Protection**

- 5.2.1 Section 2 of the Children & Social Care Act 2017 requires each local authority (including District Councils) to publish a Local Offer for its care leavers (18 – 25 years).
- 5.2.2 The definition of a 'local connection' for young people leaving care was amended by the Homelessness Reduction Act 2017 so that a young homeless care leaver has a local connection to the area of the local authority that looked after them. Additional provision is made for care leavers who have been placed in accommodation, under section 22A of the Children Act 1989, in a different district to that of the children's services authority that owes them leaving care duties. If they have lived in the other district for at least 2 years, including some time before they turned 16, they will also have a local connection with that district until they are 21.
- 5.2.3 The Secretary of State for Ministry of Housing, Communities and Local Government considers that all attempts should be made by housing authorities to avoid the impact of intentionally homeless decisions in relation to care leavers aged 18 – 25. It will be a matter for the housing authority to determine whether or not a care leaver has become homeless intentionally, taking into account all relevant facts.

### 5.3 Human Resources Implications

5.3.1 There are no significant direct additional HR implications arising from the proposals.

### 6 Recommendations

6.1 That Members approve and adopt the proposals set out at paragraph 1.6 of the report and give further consideration to how this Council might work with others across the County to support children in care and care leavers.

6.2 That Members approve the District Council's support and commitment to the development of a countywide 'care leaver covenant' as set out in paragraph 1.7 of this report.

### 7 Decision Information

<p><b>Is the decision a Key Decision?</b></p> <p>A Key Decision is an executive decision which has a significant impact on two or more District wards or which results in income or expenditure to the Council above the following thresholds:</p> <p><i>BDC: Revenue - £75,000</i> <input type="checkbox"/></p> <p><i>Capital - £150,000</i> <input type="checkbox"/></p> <p><i>NEDDC: Revenue - £100,000</i> <input type="checkbox"/></p> <p><i>Capital - £250,000</i> <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i></p>	No
<p><b>Is the decision subject to Call-In?</b></p> <p>(Only Key Decisions are subject to Call-In)</p>	No
<p><b>Has the relevant Portfolio Holder been informed</b></p>	Yes
<p><b>District Wards Affected</b></p>	All indirectly
<p><b>Links to Corporate Plan priorities or Policy Framework</b></p>	All indirectly



**8 Document Information**

<b>Appendix No</b>	<b>Title</b>
<b>Background Papers</b> (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	
<b>Report Author</b>	<b>Contact Number</b>
Lee Hickin Joint Strategic Director	7218

**Bolsover District Council**

**Executive**

**18<sup>th</sup> November 2019**

**Budget Monitoring Report  
Quarter 2 – July to September 2019**

**Report of the Portfolio Holder - Finance & Resources**

This report is public

**Purpose of the Report**

- To update Executive on the financial position of the Council following the second quarter's budget monitoring exercise for the General Fund, the Housing Revenue Account (HRA), Capital Programme and Treasury Management activity.

**1 Report Details**

- 1.1 Officers have continued the integrated approach to budget monitoring in the second quarter with Performance, Risk and Finance being considered together at the combined Directorate meeting held during October 2019. The scope of this report is therefore to report the current financial position following the 2019/20 quarter two monitoring exercise.

**General Fund Revenue Account**

- 1.2 The General Fund Revenue Account summary is shown in **Appendix 1**. The original budget for 2019/20 showed a funding deficit of £0.083m. The current budget now shows that this is £0.261m surplus after the Council tax increase and other movements are included. As savings are identified and secured they are moved into the relevant cost centres within the main General Fund Directorates. Savings from vacancies for quarter 2 will be removed from salary budgets as part of the half year review being undertaken now.

- 1.3 Within the Directorates there is the following to report:

- The People Directorate shows a favourable variance of £0.385m. This relates mainly to:
  1. Under spends due to invoices not yet paid, vacancies and extra income received at the end of the quarter (£0.785m) – favourable.
  2. Income received in advance of any expenditure (£0.642m) – favourable.
  3. Annual invoices were paid in quarter 2 which makes the profiled budget look overspent (£0.389m) – adverse.
  4. Expenditure has been spent but the income hadn't been received as it is claimed in arrears (£0.652m) – adverse.

5. Over spends against quarter 2 budget due to less income received, new pressures or where expenditure is seasonal and not profiled over 4 quarters (£0.033m) – adverse.
- The Place Directorate shows a favourable variance of £1.153m. This relates mainly to:
    1. Under spends due to invoices not yet being paid, vacancies and extra income received at the end of the quarter (£0.689m) – favourable.
    2. Income received in advance of any expenditure (£0.707m) – favourable.
    3. Annual invoices were paid in quarter 2 which makes the profiled budget look overspent (£0.132m) – adverse.
    4. Expenditure has been spent but the income hadn't been received as it is claimed in arrears (£0.095m) – adverse.
    5. Over spends against quarter 2 budget due to less income received, new pressures or where expenditure is seasonal and not profiled over 4 quarters (£0.060m) – adverse.
- 1.4 In order to improve the monitoring and control of Section 106 monies received by the Council, the sums due to be utilised in a financial year are now recorded within the General Fund directorate budgets with the expenditure recorded against these sums. The amount budgeted to be spent in 2019/20 is £0.962m.
  - 1.5 The overall position at the end of quarter 2 shows that there is a favourable variance of £1.538m. This is mainly an issue of timing with a combination of receiving income in advance of spend and under spends due to not receiving invoices yet, for the year.
  - 1.6 The table that follows illustrates that even though the budget shortfall for 2019/20 has been met, there is still a need for ongoing savings. The shortfall in future years will be reduced by the 'efficiencies identified not yet realised' line. This includes estimates of growth for business rates and council tax as well as transformation programme projects.
  - 1.7 Officers have begun working with budget managers to compile a revised budget for 2019/20. This will amend the current budgets to capture additional budget savings, unavoidable budget pressures and reduce spending where it is anticipated that there will be a minimal impact upon service delivery. Where possible the budget in future years will be amended to reflect savings identified to assist with projected budget shortfalls. The revised budget position will be presented to Executive in December.

<b><u>Table 1</u></b>	<b>2019/20 Budget £000</b>	<b>2020/21 Budget £000</b>	<b>2021/22 Budget £000</b>	<b>2022/23 Budget £000</b>
Budget Shortfall – MTFP Feb 2019	83	974	1,559	2,204
Efficiencies identified to date (removed from budget)	(344)	(243)	(243)	(243)
<b>Current Budget Shortfall</b>	<b>(261)</b>	<b>731</b>	<b>1,316</b>	<b>1,961</b>
Efficiencies identified <u>not yet realised</u>	(117)	(1,577)	(1,465)	(1,839)
Target Budget Shortfall	(378)	(846)	(149)	122

### **Business Rates Retention**

1.8 As reported at quarter 1, the NNDR1 form for 2019/20 showed an increase in predicted income. This will be included in the revised budget figures which are presented to Executive in December.

### **The National Funding Settlement 2020/21**

1.9 The Spending Review in September confirmed expectations that the changes scheduled to take place in the 2020/21 finance settlement, would be delayed for at least a year. The finance settlement for 2019/20 has effectively been rolled over for one year, with allowances for inflation etc.

#### Fair Funding Review (FFR)

1.10 Latest updates to the estimates of how the Fair Funding Review is likely to affect us in 2021/22 onwards, will be factored in to the MTFP. This will be presented to Members in February.

#### Business Rates Reset

1.11 It has still not been announced how the new Business Rates system will look and how it will affect us. However, the most up-to-date information will be included for 2021/22 onwards in the MTFP mentioned above.

### **Housing Revenue Account (HRA)**

1.12 The Housing Revenue Account summary for the second quarter of 2019/20 is set out in **Appendix 2** to this report. At the end of quarter 2 the HRA is showing a net surplus of £0.894m.

#### **Income**

1.13 The quarter 2 income figures show a favourable variance of £0.332m. This is mainly due to the timing of the rent weeks when compared to the budget weeks

falling into the first six months. The annual budget is profiled to receive 24 weeks in the period when actually 25 weeks are billed.

### **Expenditure**

1.14 Expenditure shows an overall favourable variance of £0.562m. The main areas to highlight are listed below:

1. Repairs and Maintenance at £2.312m is £0.394m lower than forecast which is due to a combination of the following:
  - Vacancies are £0.135m under spent. There have been discussions between the portfolio holder and senior managers. Posts will either be advertised or removed as part of the revised budget process.
  - Subcontractor payments are £0.024m under spent due to invoices which have not yet been paid.
  - A revenue contribution to the capital programme is not transferred until year end and is showing as an under spend of £0.250m.
2. Rents, Rates and Taxes expenditure at £0.028m is £0.105m under spent due to the Council Tax Liability on void properties which are yet to be processed. The estimated Council Tax liability currently stands at £0.172m which is within the current approved budget.
3. Special services is £0.072m under spent because expenditure on utility budgets is not evenly spread over the year.

### **HRA – Overall Summary**

1.15 In light of the above and the expenditure patterns to date, there are no significant issues to report regarding the overall position for the HRA at the end of the first six months.

## **Capital Programme**

### **Capital Expenditure**

1.16 The capital programme summary for the second quarter of 2019/20 is provided in **Appendix 3** to this report.

1.17 In headline terms, the capital programme profiled budget for quarter 2 is £7.825m and the actual spend and known commitments total £5.123m, which is £2.702m behind the planned spend position. The main areas to highlight are listed below:

1. The Re-Roofing scheme is £0.257m under spent. The scheme is expected to progress in the second half of the year.
2. The Safe + Warm heating scheme is £0.338m under spent compared to the 6 month budget because the scheme only really started during quarter 2.
3. Disabled Facility Grants are under spent by £0.196m which is in the main due to a backlog of referrals from DCC.
4. Dragonfly loan and acquisition of share capital are showing as £1.031m under spent which is due to the next phase of the scheme not yet commencing.

5. The miscellaneous property scheme B@home is currently £0.906m under spent for the quarter due to the phasing of the individual schemes.
6. New Bolsover Scheme appears over spent by £0.408m however the scheme is not profiled evenly throughout the year.

1.18 Whilst there are no significant financial issues to report regarding capital expenditure at the end of the second quarter, it must be noted that the delivery of the approved capital programme is behind the profiled position as at half year. Officers will review the programme as part of the revised budget process and re-profile expenditure on schemes to future years as appropriate where the funding allows. The revised capital programme will be presented to Executive in December.

### **Capital Resources**

1.19 HRA – The Council has sufficient capital resources in place to finance the HRA actual expenditure and commitments at the end of the second quarter.

General Fund – The financing of the General Fund part of the capital programme is in line with the approved financing arrangements.

### **Treasury Management**

1.20 The treasury management function covers the borrowing and investment of Council money. This includes both the management of the Council's day to day cash balances and the management of its long term debt. All transactions are conducted in accordance with the Council's approved strategy and the CIPFA Code of Practice. Good treasury management plays an important role in the sound financial management of the Council's resources.

1.21 The Council approved the 2019/20 Treasury Management Strategy at its meeting in February 2019. **Appendix 4** identifies the Treasury Management activity undertaken during the second quarter of 2019/20 and demonstrates that this is in line with the plans agreed as part of the strategy. The income received from investments is currently higher than budgeted, however interest rates are variable and therefore it is too early in the financial year to predict if this trend will continue. A full assessment of this will be done during the next quarter with a view to amend the budgets accordingly.

## **2 Conclusions and Reasons for Recommendation**

2.1 The report summarises the financial position of the Council following the second quarter's budget monitoring exercise for the General Fund, the Housing Revenue Account, Capital Programme and Treasury management activity.

## **3 Consultation and Equality Impact**

3.1 There are no equalities issues arising directly out of this report.

## **4 Alternative Options and Reasons for Rejection**

- 4.1 The Budget Monitoring report for 2019/20 is primarily a factual report which details progress against previously approved budgets. Accordingly there are no alternative options to consider.

## **5 Implications**

### **5.1 Finance and Risk Implications**

- 5.1.1 Financial implications are covered throughout this report.

- 5.1.2 The issue of Financial Risks is covered throughout the report. In addition, however, it should be noted that the risk of not achieving a balanced budget is outlined as a key risk within the Council's Strategic Risk Register. While officers are of the view that these risks are being appropriately managed it needs to be recognised that there may be pressures on all of the Council's main budgets as these have been or are being reduced to minimum levels. These will need to be managed carefully during the course of this financial year if we are to protect the existing levels of financial balances.

### **5.2 Legal Implications including Data Protection**

There are no legal issues arising directly from this report.

### **5.3 Human Resources Implications**

There are no human resource issues arising directly out of this report

## **6 Recommendations**

- 6.1 That Executive notes the monitoring position of the General Fund at the end of the second quarter as detailed on Appendix 1 (A net favourable variance of £1.538m against the profiled budget) and the key issues highlighted within this report.
- 6.2 That Executive notes the position on the Housing Revenue Account (HRA), the Capital Programme and Treasury Management at the end of the second quarter (Appendices 2, 3 and 4).

**7 Decision Information**

<p><b>Is the decision a Key Decision?</b>  A Key Decision is an executive decision which has a significant impact on two or more District wards or which results in income or expenditure to the Council above the following thresholds:  <i>BDC: Revenue - £75,000</i> <input type="checkbox"/>  <i>Capital - £150,000</i> <input type="checkbox"/>  <i>NEDDC: Revenue - £100,000</i> <input type="checkbox"/>  <i>Capital - £250,000</i> <input type="checkbox"/>  <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i></p>	No
<p><b>Is the decision subject to Call-In?</b>  (Only Key Decisions are subject to Call-In)</p>	No
<p><b>Has the relevant Portfolio Holder been informed?</b></p>	Yes
<p><b>District Wards Affected</b></p>	All
<p><b>Links to Corporate Plan priorities or Policy Framework</b></p>	Providing Excellent customer focussed services. Continually improving our organisation

**8 Document Information**

Appendix No	Title
1	General Fund Summary
2	HRA Summary
3	Capital Programme
4	Treasury Management Update
<p><b>Background Papers</b> (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)</p>	
Report Author	Contact Number
Chief Accountant and S151 Officer	2458



**GENERAL FUND SUMMARY - 2019/20**

**Appendix 1**

	<b>Per Exec 18/2/19</b>	<b>Per FMS</b>			
	<b>Original Budget £</b>	<b>Current Budget £</b>	<b>6 months Budget £</b>	<b>6 months Actuals £</b>	<b>6 months Variance £</b>
People (including recharge to HRA)	6,686,102	6,910,095	3,455,048	3,304,098	(150,950)
Place	3,156,636	3,350,100	1,675,050	901,277	(773,773)
<u>S106 due in year</u>					
People	10,013	362,212	181,106	(53,023)	(234,129)
Place	0	600,248	300,124	(79,026)	(379,150)
<b>Net Cost of Services</b>	<b>9,852,751</b>	<b>11,222,655</b>	<b>5,611,328</b>	<b>4,073,326</b>	<b>(1,538,002)</b>
Debt Charges	1,087,636	1,087,636	543,818	543,818	0
Investment Interest	(258,884)	(258,884)	(129,442)	(129,442)	0
Contributions to Reserves	161,625	161,625	80,813	80,813	0
Contributions from Earmarked Reserves	(643,071)	(1,015,069)	(507,535)	(507,535)	0
Contribution (from)/to S106 Holding A/cs, Grant A/cs and Miscellaneous Holding A/cs	(549,573)	(1,779,021)	(889,511)	(889,511)	0
Parish Precepts	2,901,779	2,901,779	1,450,890	1,450,890	0
Parish Council Tax Support Grant	167,933	167,933	83,967	83,967	0
<b>Total Spending Requirement</b>	<b>12,720,196</b>	<b>12,488,654</b>	<b>6,244,327</b>	<b>4,706,325</b>	<b>(1,538,002)</b>
Revenue Support Grant	(1,169,290)	(1,169,290)	(584,645)	(584,645)	0
Business Rate Retention	(4,445,944)	(4,445,944)	(2,222,972)	(2,222,972)	0
NNDR Collection Fund deficit	453,469	453,469	226,735	226,735	0
New Homes Bonus Grant	(811,095)	(811,095)	(405,548)	(405,548)	0
BDC Council Tax Requirement	(3,762,808)	(3,875,302)	(1,937,651)	(1,937,651)	0
Parish Council Council Tax Requirement	(2,901,779)	(2,901,779)	(1,450,890)	(1,450,890)	0
<b>Funding Requirement</b>	<b>(12,637,447)</b>	<b>(12,749,941)</b>	<b>(6,374,971)</b>	<b>(6,374,971)</b>	<b>0</b>
<b>Funding gap/(surplus)</b>	<b>82,749</b>	<b>(261,287)</b>	<b>(130,644)</b>	<b>(1,668,645)</b>	<b>(1,538,002)</b>

## APPENDIX 2

### Housing Revenue Account

Description	Full Years Budget £	6 months Budget £	6 months Actuals £	6 months Variance £
<b>Expenditure</b>				
Repairs and Maintenance	5,412,470	2,706,235	2,312,295	(393,940)
Supervision and Management	5,331,998	2,665,999	2,684,550	18,551
Rents, Rates, Taxes + Other Charges	266,564	133,282	28,282	(105,000)
Debt Management Expenses	8,120	4,060	8,667	4,607
Special Services	549,994	274,997	203,157	(71,840)
Supporting People - Wardens	606,571	303,286	289,277	(14,008)
Supporting People - Central Control	224,968	112,484	123,681	11,197
Tenants Participation	74,379	37,190	38,004	815
New Bolsover Project	32,300	16,150	3,905	(12,245)
<b>Total Expenditure</b>	<b>12,507,364</b>	<b>6,253,682</b>	<b>5,691,820</b>	<b>(561,862)</b>
<b>Income</b>				
Dwelling Rents	(20,025,070)	(10,012,535)	(10,386,026)	(373,491)
Non-dwelling Rents	(144,027)	(72,014)	(94,736)	(22,723)
Repairs and Maintenance	(16,445)	(8,223)	(9,912)	(1,690)
Supervision and Management	(380)	(190)	(150)	40
Special Services	(138,135)	(69,068)	(41,975)	27,093
Supporting People - Wardens	(515,863)	(257,932)	(265,279)	(7,347)
Supporting People - Central Control	(245,522)	(122,761)	(102,546)	20,215
Tenants Participation	0	0	0	0
New Bolsover Project	(32,300)	(16,150)	0	16,150
Leasehold Flats and Shops Income	(26,980)	(13,490)	(4,316)	9,174
Other Income	(1,310)	(655)	(213)	442
<b>Total Income</b>	<b>(21,146,032)</b>	<b>(10,573,016)</b>	<b>(10,905,154)</b>	<b>(332,138)</b>
<b>Net Cost of Services</b>	<b>(8,638,668)</b>	<b>(4,319,334)</b>	<b>(5,213,334)</b>	<b>(894,000)</b>
<b>Appropriations</b>				
Provision for Doubtful Debts	150,000	75,000	75,000	0
Interest Costs	3,513,950	1,756,975	1,756,975	0
Interest Income	(21,750)	(10,875)	(10,875)	0
Depreciation	3,200,000	1,600,000	1,600,000	0
Transfer to Major Repairs Reserve	908,249	454,125	454,125	0
Contribution to HRA Reserves	1,130,000	565,000	565,000	0
Use of HRA Earmarked Reserves	(264,556)	(132,278)	(132,278)	0
<b>Net Operating (Surplus) / Deficit</b>	<b>(22,775)</b>	<b>(11,388)</b>	<b>(905,387)</b>	<b>(894,000)</b>

### APPENDIX 3

#### CAPITAL PROGRAMME SUMMARY

Description	Full Years Budget £	6 months Budget £	6 months Actuals £	6 months Variance £
<b>General Fund</b>				
<b>Asset Management Plan</b>				
Leisure Buildings	28,864	14,432	20,344	5,912
Pleasley Vale Business Park	123,505	61,753	108,634	46,881
Riverside Depot	24,551	12,276	23,043	10,768
The Arc	41,491	20,746	41,167	20,421
The Tangent	4,995	2,498	4,995	2,497
Asset Management Plan not yet allocated to an individual scheme	10,362	5,181	0	(5,181)
<b>Assets</b>				
Car Parking at Clowne	105,203	52,602	0	(52,602)
Pleasley Vale Mill - Dam Wall	114,825	57,413	2,405	(55,008)
Pleasley Vale Fire Compartmentation & Fire Doors	99,150	49,575	23,095	(26,480)
Pleasley Vale Mansafe System	29,229	14,615	29,197	14,582
Pleasley Vale Rock Face Stabilisation Work	20,000	10,000	15,870	5,870
Refurbishment of Oxcroft House	27,500	13,750	0	(13,750)
Shirebrook Contact Centre	30,114	15,057	4,716	(10,341)
The Tangent - Phase 2	8,388	4,194	(1,448)	(5,642)
	<b>668,177</b>	<b>334,089</b>	<b>272,018</b>	<b>(62,071)</b>
<b>ICT Schemes</b>				
ICT infrastructure	164,077	82,039	53,426	(28,613)
	<b>164,077</b>	<b>82,039</b>	<b>53,426</b>	<b>(28,613)</b>
<b>Leisure Schemes</b>				
Pleasley Vale Outdoor Centre	29,770	14,885	0	(14,885)
Go-Active Leisure Facility	45,211	22,606	(250)	(22,856)
Go Active Equipment	15,000	7,500	9,081	1,581
Go-Active Pool Cover	30,000	15,000	23,696	8,696
	<b>119,981</b>	<b>59,991</b>	<b>32,527</b>	<b>(27,463)</b>
<b>Private Sector Schemes</b>				
Disabled Facility Grants	999,472	499,736	303,432	(196,304)
	<b>999,472</b>	<b>499,736</b>	<b>303,432</b>	<b>(196,304)</b>
<b>Joint Venture</b>				
Dragonfly Joint Venture Shares	1,806,002	903,001	52,800	(850,201)
Dragonfly Joint Venture Loan	375,750	187,875	6,600	(181,275)
	<b>2,181,752</b>	<b>1,090,876</b>	<b>59,400</b>	<b>(1,031,476)</b>

### APPENDIX 3

#### CAPITAL PROGRAMME SUMMARY

Description	Full Years Budget £	6 months Budget £	6 months Actuals £	6 months Variance £
<b>Vehicles and Plant</b>				
Vehicle Replacements	934,000	467,000	378,950	(88,050)
Vehicle Diagnostic Equipment	14,000	7,000	10,701	3,701
Vehicle Wash Area	94,707	47,354	8,781	(38,572)
CAN Rangers Equipment	14,532	7,266	0	(7,266)
	<b>1,057,239</b>	<b>528,620</b>	<b>398,432</b>	<b>(130,187)</b>
<b>Total General Fund</b>	<b>5,190,698</b>	<b>2,595,349</b>	<b>1,119,235</b>	<b>(1,476,114)</b>
<b>Housing Revenue Account</b>				
<b>New Build Properties</b>				
Ash Close Pinxton	1,850	925	1,850	925
Ashbourne Extension	0	0	0	0
Highcliffe Ave Shirebrook	443	222	443	222
Hilltop	7,948	3,974	7,947	3,973
Keepmoat Properties at Bolsover	825,408	412,704	71,970	(340,734)
Recreation Close Clowne	161,648	80,824	145,252	64,428
St Michaels Drive South Normanton	498	249	498	249
The Paddock Bolsover	1,369,381	684,691	49,243	(635,447)
	<b>2,367,176</b>	<b>1,183,588</b>	<b>277,203</b>	<b>(906,385)</b>
<b>Vehicle Replacements</b>	<b>172,500</b>	<b>86,250</b>	<b>0</b>	<b>(86,250)</b>
	<b>172,500</b>	<b>86,250</b>	<b>0</b>	<b>(86,250)</b>
<b>Public Sector Housing</b>				
Electrical Upgrades	200,000	100,000	90,253	(9,747)
Environmental Works	38,900	19,450	0	(19,450)
External Door Replacements	105,519	52,760	18,490	(34,269)
Flat Roofing	50,000	25,000	7,302	(17,698)
Kitchen Replacements	300,000	150,000	113,229	(36,771)
Re Roofing	750,000	375,000	118,432	(256,568)
Property + Estates Fees	69,320	34,660	34,660	0
Safe & Warm	2,947,019	1,473,510	1,135,518	(337,992)
Soffit and Facia	100,000	50,000	45,980	(4,020)
Unforeseen Reactive Capital Works	188,736	94,368	78,164	(16,204)
Welfare Adaptations	175,000	87,500	171,943	84,443

### APPENDIX 3

**CAPITAL PROGRAMME  
SUMMARY  
Description**

<b>Full Years</b>	<b>6 months</b>	<b>6 months</b>	<b>6 months</b>
<b>Budget</b>	<b>Budget</b>	<b>Actuals</b>	<b>Variance</b>
<b>£</b>	<b>£</b>	<b>£</b>	<b>£</b>
<b>4,924,494</b>	<b>2,462,247</b>	<b>1,813,970</b>	<b>(648,277)</b>

### APPENDIX 3

#### CAPITAL PROGRAMME SUMMARY

Description	Full Years Budget £	6 months Budget £	6 months Actuals £	6 months Variance £
<b>ICT Schemes</b>	39,569	19,785	26,994	7,210
	<b>39,569</b>	<b>19,785</b>	<b>26,994</b>	<b>7,210</b>
<b>New Bolsover Scheme (inc HLF)</b>				
New Bolsover-Regeneration Scheme	2,956,101	1,478,051	1,885,811	407,761
	<b>2,956,101</b>	<b>1,478,051</b>	<b>1,885,811</b>	<b>407,761</b>
<b>Total HRA</b>	<b>10,459,840</b>	<b>5,229,920</b>	<b>4,003,979</b>	<b>(1,225,941)</b>
<b>TOTAL CAPITAL EXPENDITURE</b>	<b>15,650,538</b>	<b>7,825,269</b>	<b>5,123,215</b>	<b>(2,702,054)</b>
<b>Capital Financing</b>				
<b>General Fund</b>				
Better Care Fund	999,472	499,736	303,432	(196,304)
Prudential Borrowing	1,059,782	529,891	735,663	205,772
Reserves	3,068,159	1,534,080	75,674	(1,458,406)
Capital Receipts	63,285	31,643	4,466	(27,176)
	<b>5,190,698</b>	<b>2,595,349</b>	<b>1,119,236</b>	<b>(1,476,113)</b>
<b>HRA</b>				
Major Repairs Allowance	6,562,909	3,281,455	3,469,521	188,067
Prudential Borrowing	2,187,176	1,093,588	240,839	(852,749)
Vehicle Reserve	172,500	86,250	0	(86,250)
HRA Direct Revenue Financing	500,000	250,000	0	(250,000)
Capital Receipts	780,000	390,000	36,364	(353,636)
External Funding	257,255	128,628	257,255	128,628
	<b>10,459,840</b>	<b>5,229,920</b>	<b>4,003,979</b>	<b>(1,225,941)</b>
<b>TOTAL CAPITAL FINANCING</b>	<b>15,650,538</b>	<b>7,825,269</b>	<b>5,123,215</b>	<b>(2,702,054)</b>

The Council's main current account is held with Lloyds Bank and the current contract is due to expire on 30th April 2022.

**PWLB Borrowing**

The Council has not taken any new loans from the PWLB during the first six months.

As at 1 April 2019 the Authority's total outstanding PWLB debt amounted to £102,100,000. The profile of the outstanding debt is analysed as follows: -

<b>PWLB Borrowing Term</b>	<b>Maturity Profile 30-Sep-19 £</b>
12 Months	3,000,000
1-2 years	2,000,000
2-5 years	14,900,000
5-10 years	20,200,000
10-15 years	22,000,000
over 15 years	40,000,000
<b>Total PWLB Debt</b>	<b>102,100,000</b>

At 30 September 2019 nothing has been repaid to the PWLB as no repayments were due.

**PWLB Interest**

The total interest cost to the Council of the PWLB debt for 2019/20 is estimated at £3,587,950. This cost is split between the HRA and General Fund based on the level of debt outstanding. Interest paid to the PWLB in the six months was £1,503,584.

**Temporary Borrowing**

Cash flow monitoring and management identifies the need for short term borrowing to cover delays in the receipt of income during the year. No interest charges were incurred during the first six months on overdrawn bank balances. At 30 September 2019 the only temporary borrowing undertaken by the Council was £693,896 which is the investment balances held on behalf of Parish Councils.

**Compliance with Treasury Limits**

During the financial year the Council continued to operate within the treasury limits set out in the Council's Borrowing and Investment Strategy.

	Actual to Date 2019/20	Approved Limits 2019/20
Authorised Limit (Total Council external borrowing limit)	£125,951,276	£131,921,000
Operational Boundary	£120,951,276	£126,921,000

**Temporary Investments**

**Interest Received**

The performance of the Council's investments is as follows:

	<b>6 months Actual</b>	<b>6 months Budget</b>	<b>6 months Variance</b>
Interest generated	£164,434	£123,812	£40,622
Average rate of interest	0.80%	0.75%	0.05%
Bank of England base rate	0.75%	0.75%	0.00%

The investments have been made in accordance with the Council's Treasury Management Strategy.

The Bank of England base rate is currently 0.75%, the above actual figure is the 6 month average rate.

Interest rates offered by most institutions remain low.

The following tables show the investments and interest earned to 30 September 2019:

**Investments on call**

<b>Counterparty</b>	<b>Balance at 1/4/19</b>	<b>Deposits</b>	<b>Withdrawals</b>	<b>Interest received</b>	<b>Balance at 30/06/19</b>
	£	£	£	£	£
Aberdeen (MMF)	0	10,000,000	(7,413,052)	13,052	2,600,000
Federated (MMF)	2,500,000	2,500,000	(18,008)	18,008	5,000,000
Invesco (MMF)	0	11,000,000	(11,006,045)	6,045	(0)
SSGA (MMF)	0	4,200,000	(4,201,236)	1,236	0
CCLA (MMF)	2,500,000	7,500,000	(5,017,376)	17,376	5,000,000
	<u>5,000,000</u>	<u>35,200,000</u>	<u>(27,655,717)</u>	<u>55,717</u>	<u>12,600,000</u>



## Fixed-term investments

Counterparty	Term of Loan	Balance at 1/4/19	Deposits	Withdrawals	Interest received at half year	No of Days Interest at half year	Balance at 30/09/19
		£	£	£	£		£
<b>Banks / Building Societies</b>							
Close Brothers	6 Months	5,000,000		(5,016,274)	16,274	108	0
<b>Local Authorities</b>							
Lancashire County Council	1 year	5,000,000		(5,002,212)	2,212	17	0
West Dunbartonshire Council	1 year	5,000,000		(5,005,293)	5,293	42	0
33 Kingston Upon Hull	6 Months	2,000,000		(2,002,811)	2,811	57	0
Shirebrook Town Council	6 Months	450,000	903,248	(901,193)	1,747	183	453,802
Eastleigh Borough Council	4 Months	5,000,000		(5,012,364)	12,364	95	0
Salford City Council	6 Months	2,000,000		(2,009,398)	9,398	175	0
London Borough of Harrow	6 Months	5,000,000		(5,024,247)	24,247	177	0
Thurrock Council (Unitary)	1 year		5,000,000		15,732	116	5,015,732
Surrey County Council	6 Months		5,000,000		11,457	102	5,011,457
Conwy County Borough Council	9 Months		2,500,000		2,359	42	2,502,359
West Dunbartonshire Council	1 year		5,000,000		4,123	35	5,004,123
Kingston Upon Hull	9 Months		5,000,000		109	1	5,000,109
Middlesborough Council	34 days		5,000,000		591	6	5,000,591
		29,450,000	28,403,248	(29,973,792)	108,717		27,988,173

**Bolsover District Council**

**Executive**

**18<sup>th</sup> November 2019**

**Rent Arrears Policy**

**Report of the Portfolio Holder - Housing & Community Safety**

This report is public

**Purpose of the Report**

- The purpose of this report is for Executive to review, and agreed to adopt and publish the Rent Arrears Policy

**1 Report Details**

- 1.1 Bolsover District Council owns and manages its housing stock consisting of 5061 properties as at October 2019.
- 1.2 All tenants of Bolsover District Council have signed a tenancy agreement, which sets out the rights and responsibilities of the tenant(s) and the Council. The tenancy agreement states that tenants, should pay their rent on a weekly basis and if they fail to do so and fall into arrears the Council can apply for Possession as set out in Schedule 2 of the Housing Act 1985 (as may be amended from time to time).
- 1.3 The Rent Arrears Policy explains the Council's approach to prevention and collection of rent arrears. In summary the Council will take a firm but fair approach, ensuring that tenants have available financial expertise to resolve any difficulties. The Council will not tolerate tenants who are unwilling to pay arrears nor receive help and legal action will be taken where necessary.
- 1.4 It clearly defines our commitment to equality and proportionality within the rent management processes. The Council in delivering this policy, will ensure that no individual is discriminated against on grounds of marital status, sex, disability, age, sexual orientation, racial discrimination, personal attributes, including religious beliefs or political opinions.
- 1.5 The Policy ensures compliance with the Pre Action Protocol for Possession Claims by Social Landlords.

- 1.6 The procedure that sits alongside this, formalises what officers currently do but with reference to the computer system which has been programmed to trigger stages, and prompt actions.

## **2 Conclusions and Reasons for Recommendation**

- 2.1 It is considered good practice to have a policy which sets the Council approach to prevention and collection of rent arrears.
- 2.2 The procedure which sits alongside the policy ensures that all officers involved in tenancy management, at different levels or stages, adopt the same fair but firm approach and takes account of the need to consider equality and proportionality when taking any action.

## **3 Consultation and Equality Impact**

- 3.1 The Rent Arrears Policy and procedure has been developed by the Tenancy Management Team and in consultation with Legal Services.
- 3.2 The Policy has been considered by The Customer Service and Transformation Scrutiny Committee.
- 3.3 An Equality Impact Assessment has been completed in consultation with the Improvement Team which concluded that there were no adverse impacts arising from this policy.

## **4 Alternative Options and Reasons for Rejection**

- 4.1 The Policy is considered necessary so that members of the public are aware of the Councils approach to prevention and collection of rent arrears.

## **5 Implications**

### **5.1 Finance and Risk Implications**

- 5.1.1 None.

### **5.2 Legal Implications including Data Protection**

- 5.2.1 Having a Policy which is up to date and compliant with the legislation and pre action protocol, is necessary.

### **5.3 Human Resources Implications**

- 5.3.1 None.

## **6 Recommendations**

- 6.1 That the Executive approves and adopts the Rent Arrears Policy.

## 7 Decision Information

<p><b>Is the decision a Key Decision?</b>  A Key Decision is an executive decision which has a significant impact on two or more District wards or which results in income or expenditure to the Council above the following thresholds:  <i>BDC: Revenue - £75,000</i> <input type="checkbox"/>  <i>Capital - £150,000</i> <input type="checkbox"/>  <i>NEDDC: Revenue - £100,000</i> <input type="checkbox"/>  <i>Capital - £250,000</i> <input type="checkbox"/>  <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i></p>	No
<p><b>Is the decision subject to Call-In?</b>  (Only Key Decisions are subject to Call-In)</p>	No
<p><b>Has the portfolio holder been informed</b></p>	Yes
<p><b>District Wards Affected</b></p>	All indirectly
<p><b>Links to Corporate Plan priorities or Policy Framework</b></p>	All

## 8 Document Information

Appendix No	Title
1.	Rent Arrears Policy
<p><b>Background Papers</b> (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)</p>	
<p><b>Report Author</b></p>	
<p><b>Contact Number</b></p>	
Victoria Dawson, Solicitor (Contentious Team Manager)	Ext 2231

# **Rent Arrears Policy**

**(November 2019)**



**We speak your language**

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**Polish**

**Mówimy Twoim językiem**

---

**Slovak**

**Rozprávame Vaším jazykom**

---

**Chinese**

**我们会说你的语言**

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If you require this publication in  
**large print** or another format  
please call us on **01246 242424**

## CONTROL SHEET FOR Rent Arrears Policy

<b>Policy Details</b>	<b>Comments / Confirmation (To be updated as the document progresses)</b>
Policy title	Rent Arrears Policy
Current status – i.e. first draft, version 2 or final version	First Draft
Policy author (post title only)	Housing Enforcement Manager
Location of policy (whilst in development)	
Relevant Cabinet Member (if applicable)	Sandra Peake
Equality Impact Assessment approval date	TBC
Partnership involvement (if applicable)	N/A
Final policy approval route i.e. Executive / Council	Executive
Date policy approved	
Date policy due for review (maximum three years)	Nov 2022
Date policy forwarded to Performance & Communications (to include on Extranet and Internet if applicable to the public)	

## **Contents**

<b>1. Introduction</b>	<b>4</b>
<b>2. Tenants Responsibility</b>	<b>5</b>
<b>3. Prevention</b>	<b>5</b>
<b>4. Payment Methods</b>	<b>6</b>
<b>5. Early Intervention</b>	<b>6</b>
<b>6. Effective contact</b>	<b>7</b>
<b>7. Clear and Accurate Record Keeping</b>	<b>7</b>
<b>8. Enforcement</b>	<b>7</b>
<b>9. Confidentiality and Data Protection</b>	<b>8</b>
<b>10. Equality Act duties</b>	<b>8</b>
<b>11. Appendix 1 – Tenancy Management Structure chart</b>	<b>9</b>
<b>12. Appendix 2 – Tenancy Agreement</b>	<b>10</b>
<b>13. Appendix 3 - Rent Arrears Recovery Procedure</b>	<b>21</b>
<b>14. Appendix 4 – Rent Arrears Recovery Flowchart</b>	<b>29</b>
<b>15. Appendix 5 – Equality Act Assessment</b>	<b>31</b>



## 1. Introduction

Bolsover District Council owns and manages its housing stock consisting of 5061 properties as at October 2019. All tenants of Bolsover District Council have signed a tenancy agreement, which sets out the rights and responsibilities of the tenant(s) and the Council. The tenancy agreement is a legally binding contract between the Council and the tenant(s). The tenancy agreement states that tenants, should pay their rent on a weekly basis and if they fail to do so and fall into arrears the Council can apply for Possession as set out in Schedule 2 of the Housing Act 1985 (as may be amended from time to time).

This policy explains the Councils approach when tenants accrue rent arrears. In summary the Council will take a firm but fair approach, ensuring that tenants have available financial expertise to resolve any difficulties. The Council will not tolerate tenants who are unwilling to pay arrears nor receive help and legal action will be taken where necessary.

It clearly defines our commitment to equality and proportionality within the rent management processes. The Council in delivering this policy, will ensure that no individual is discriminated against on grounds of marital status, sex, disability, age, sexual orientation, racial discrimination, personal attributes, including religious beliefs or political opinions.

The policy aims to be:

- Sensitive to the needs of individuals
- Accountable
- Fair
- Efficient
- Responsive and flexible

The Councils housing management is split into 3 parts;

- **Housing Needs** - deal with updating and maintaining the housing register, allocation of properties and statutory duties regarding homelessness under the Housing Reduction Act.
- **Tenancy Management** – deal with all aspects of managing a tenancy, including, rent arrears from when it is passed from the Rents Team through to court action and finally eviction if necessary. Housing Assistants support Tenancy Management Officers who deal with breaches of tenancy and antisocial behaviour, supported by the Antisocial Behaviour Team if necessary.
- **Rent Team** - administration of the collection of rent and former rent arrears. Also the recovery of rent arrears from the initial contact to early stages of recovery.

The Tenancy Management Team and Rent Team are responsible for monitoring and taking enforcement action against tenants in arrears.

The day to day management and responsible officer for this policy and procedure is the Housing Enforcement Manager who will ensure any updates to this policy and the associated procedure are circulated to staff. The Structure is out at appendix 1

## **2. Tenants responsibilities**

The term tenant includes sole and any joint tenants. All Council tenants sign a tenancy agreement and therefore have an obligation to pay their rent and on time.

Rent charges may be changed from time to time and are reviewed each year in line with Government policy. Any such change takes place from 1 April each year and the Council will give a minimum of 4 weeks notice to tenants.

The Council also offers additional services which have to be paid for as part of the rent or additional service charges. However, tenants will be consulted before new services are introduced and are given an opportunity to be consulted on the change and an opportunity to end their tenancy before the new service and charges are introduced.

Tenants will be required to actively work with the Tenancy Management team and Rent Team to resolve their arrears situation and whilst eviction will be the action of last resort, if tenants fail to take steps to deal with their rent arrears, possession proceedings will be issued as appropriate.

## **3. Prevention**

Prevention is key to arrears control and the Council endeavour to advise tenants as soon as arrears accrue. Arrears are not only financially damaging to an individual they can be socially damaging too as they risk losing their home. The Council aims to maximise income through offering advice and support at the earliest opportunity to prevent rent arrears increasing.

In order to prevent arrears, the Council recognises that it must tackle the undying causal factors. Some of the most common reasons for rent arrears are listed below:

- Housing Benefit or Universal Credit issues
- Loss of income due to change in personal circumstances
- Low income
- Multiple debts and competing priorities
- Difficulty managing finances
- Missed rent increases
- Vulnerability

The Council aims to prevent rent arrears by promoting a culture where payment is encouraged, help is provided to maximise tenants income and to ensure tenants are aware of and use the free financial advice at all stages of their tenancy.

The Council has a Money Advice Worker who assists people who are financially excluded and could have difficulty obtaining a bank account or struggle to manage

their finances. The officer will help people who are at risk of becoming financially excluded and prepare them for the future by doing the following:

- Assist tenants to claim all the benefits they are entitled to
- Help tenants to organise finances, pay the rent and understand the priority bills
- Help with budgeting and money advice
- Support with energy advice
- Help with Housing Benefit / Universal Credit claims
- Refer tenants to other agencies who may be able to help them

#### 4. **Payment Methods**

The Council aims to ensure that tenants are able to pay their rent as easily as possible, in a way that suits them and their lifestyle. The Council does this by providing a range of payment options allowing more traditional ways of paying as well as embracing payments by way of new technology. These options include:

- Direct Debit
- Online
- Automated telephone line and over the telephone with a member of staff
- At a Contact Centre
- Rent Collector where applicable

#### 5. **Early intervention**

Ensuring that tenants are kept informed of their rent account is important and rent statements are sent by post which show 3 months transactions. Statements will be provided more frequently if they are requested and assist tenants in making regular payments.

The Council works to ensure that claims for benefits are processed as quickly as possible. All Tenancy Management Officers have the means to photograph and scan documents required to process claims. These images can then be emailed to the appropriate benefit department who will process the claim.

In some instances it will not be possible to prevent arrears. However early intervention helps to identify problems quickly so that people can be referred to organisations that are able to help. Rent arrears will not be allowed to build up without intervention from the housing management team. They will follow a staged and escalated arrears procedure as detailed in Appendix 4 attached to this policy. This procedure can be suspended by a tenant choosing to pay rent and agreeing a repayment plan.

Accounts are monitored on a weekly basis and Rent Team will initially contact tenants to find out the reason for the arrears, provide advice and agree a plan moving forward. An arrears letter is usually sent to all those who have missed their first two weeks payment. This letter also advises of where additional help or advice can be sought.

Prior to any formal action being taken, Tenancy Management Officers will make contact with tenants by letter, telephone, text messaging and home visits. They will try to agree affordable repayment plans with tenants and offer advice throughout. Payment plans will usually be an agreement to pay the rent plus a further amount towards the arrears. This payment will be expected each and every week. However, officers may agree for the payments to be calculated so that they can be made less frequently, for example each month where this assists tenants to manage their finances more effectively.

## **6. Effective contact**

Direct contact with tenants will help Officers to gauge what type of support or help can be provided and to ensure tenants' information and personal details are kept up to date. An assessment of the tenants needs will be undertaken at appropriate times but full engagement by the tenant is required for this to be meaningful.

Where the Council know English is not the tenant's first language, where necessary, we will provide all written information translated into the tenant's chosen language and conduct interviews through appropriate translators.

Where the Council is aware of disabilities or other vulnerabilities, appropriate measures can be put in place to enable effective communication. For example where someone is deaf someone who can sign will be provided, larger font letters can be sent and additional home visits can be arranged.

## **7. Clear and accurate record keeping**

The tenancy management team and rent team will keep electronic records of all the contact and action they take in respect of tenants rent accounts on a computer programme, diary system. Each and every contact will be recorded on this system and tenant's details updated as appropriate. Details such as who lives at the property, the household income and expenditure, repairs, and equality act issues will be recorded as well as any details of repayment plans. Decisions which are made by an officer will also be recorded on the same system.

## **8. Enforcement**

It is only when there has been no engagement, lack of, or no payment, will a formal notice be served. This is called a Notice of Seeking Possession. This is a statutory notice and the first step in formal action being taken. The detailed process following service of the notice is set out in Appendix 4. This process incorporates the legal duty to follow the rent arrears pre action protocol which is a specific procedure before issuing court proceedings.

The Council may decide to include in legal proceedings, other matters affecting a tenant's tenancy, for example, other breaches of tenancy agreement, the most common being anti-social behaviour. These other matters do not necessarily have to be included in the relevant notice served on the tenant, but the tenancy management team will make the tenant aware prior to any hearing taking place.

## **9. Confidentiality and Data Protection**

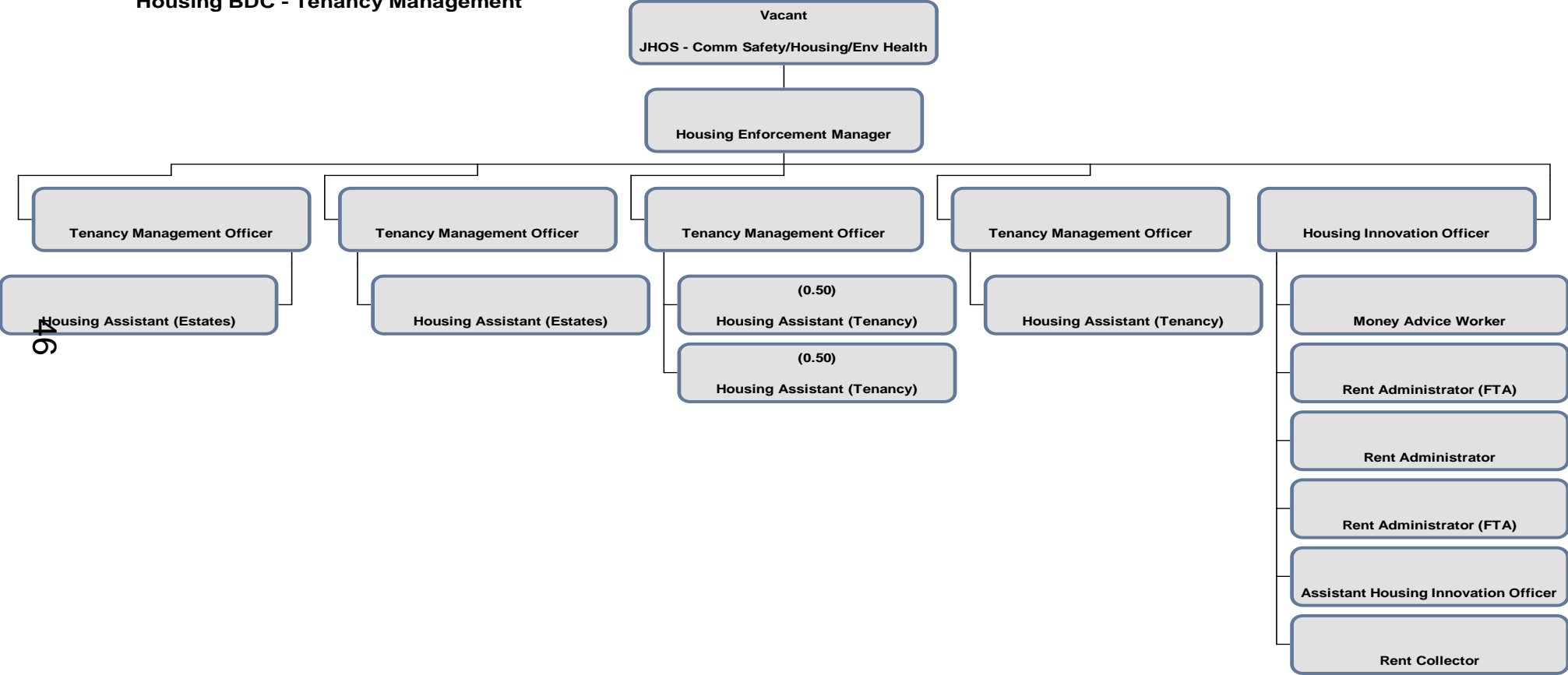
All office interviews will be carried out privately. The information held by the Council about a tenants rent account will not be disclosed unless with the tenant's permission and/or in accordance with the relevant legislation. Tenant's information is used to manage their rent accounts, payments, arrears and provide relevant debt advice. It is also used to ensure tenancy conditions are complied with such as dealing with tenancy breaches, anti-social behaviour or fraud.

## **10. Equality Act duties**

The Equality Act 2010 states that a landlord mustn't discriminate against you if they want to evict a tenant because of rent arrears. In particular, if a tenant is disabled, the Council must take steps to make sure the tenant is not disadvantaged as a result of their disability. The Council will make reasonable adjustments if a tenant has a disability or they are disadvantaged because of something connected to the disability. In order to establish if a tenant requires additional support or help, Officers will undertake regular assessments of the tenant's personal circumstances, known as an Equality Act assessment, a copy of the form used can be found at Appendix 5.

# Appendix 1 – Tenancy Management

## Housing BDC - Tenancy Management



**Appendix 2 –Tenancy agreement**

**HOUSING TENANCY AGREEMENT**



This is a legal contract. It describes the rights and responsibilities of Bolsover District Council and of you the tenant. Please retain this document for your future reference.

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

Two Thousand and \_\_\_\_\_ **BETWEEN BOLSOVER DISTRICT COUNCIL** (called “the Council”) and

\_\_\_\_\_ (called “the Tenant(s)”) \_\_\_\_\_

The Council agrees that the Tenant(s) may enter into the property known as

\_\_\_\_\_ together with any garden shed, outbuilding fence or wall let with it called (“the Property”) in accordance with the following terms.

**SIGNED BY**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**In the presence of**

**WITNESS Signature of Witness** \_\_\_\_\_

**DATE** \_\_\_\_\_ day of \_\_\_\_\_ **Two Thousand and** \_\_\_\_\_

All personal information provided to Bolsover District Council will be held and treated in confidence in accordance with the Data Protection Act 1998. It will only be used for the purpose for which it was given and may be shared with other council departments or third party organisations. The information will be held electronically and kept secure at all times. Key tenant data may be provided to bodies responsible for auditing and administering public funds for the purpose of preventing and detecting fraud.

## **The Terms**

1. The Tenancy shall be a weekly tenancy and shall commence on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_
2. The rent is £\_\_\_\_\_per week inclusive of other charges where applicable and may be varied by the Council in accordance with the provisions detailed below entitled 'Payment of Rent'
3. This agreement makes the Tenant(s) a Secure Tenant(s) of the Council under the Housing Act 1985 as amended.
4. If the Tenant(s) breach any of the Terms of this agreement the Council can evict the Tenant(s) in accordance with the provisions of Schedule 2 of this agreement.
5. The Tenant(s) agree to comply with the rights and obligations set out in Schedule 1 of this Agreement and to act in accordance with the rules regulations and guidance contained in the Tenants Handbook.
6. The Council agree to comply with the rights and obligations set out in Schedule 2 of this Agreement.
7. On taking possession of the property and having received a copy of this Agreement the Tenant(s) and the Council shall be bound by its terms whether it has been signed or not. The Council may amend this agreement by giving the tenant(s) not less than four week's notice.
8. Where it is necessary for the Council to serve any Notice on the Tenant(s), that Notice may be served either by delivering it to the tenant(s), or by leaving it at his/her or their proper address or by sending it by post to that address.
  - a) The "proper address" of the Tenant(s) on whom a Notice is to be given or served shall be his/her or their last known address.
  - b) Where it is necessary for the Council to serve any Notice on Joint Tenants the Notice will have been properly served on all Joint Tenants if served on one or any of them.
9. The enforcement of these tenancy conditions shall be at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of all breaches of this Agreement. The Tenant(s) acknowledges that the Council may take action against him/her/them for breach of these terms (or any other provision of this Agreement) and that this may result in the Council terminating this Agreement by applying for the appropriate Court Order for eviction. Non - enforcement in any instance will not preclude future action.
10. This Agreement can be ended by the Tenant (or either of them) giving four weeks Notice in writing on the Council in accordance with the provisions detailed below entitled 'Terminating this Agreement'.



## **Payment of Rent**

1. The rent and other charges are due weekly in advance on a Monday.
2. The Council may vary the rent upon giving the Tenant(s) four weeks Notice.
3. The Council may vary any other charges immediately upon Notice being served.
4. The Council may recover any rent due from any one of the Tenant(s) of the property. If any one of joint tenants leave the property owing rent to the Council, the Council have the right to recover the sum outstanding (for rent or other charges) from any Tenant(s) remaining in the property.
5. The Council may recover any rent due from any one on the Tenant(s) of the property following the expiration (by any means) of this agreement.

## **Terminating this Agreement**

1. The Tenant(s) must give the Council four week's notice in writing to terminate this agreement on a Monday.
2. The Tenant(s) must return all keys to the Council on or before 10am on the date agreed by the Council that this Agreement ends. At the discretion of the Tenancy Management Officer a termination notice may be suspended on a weekly basis. Not less than a week's notice must be given to the Tenancy Management Officer.
3. The Tenant(s) must give vacant possession of the property.
4. Fixtures installed by the Tenant(s) will become the property of the Council unless the Tenant(s) has obtained prior written permission from the Council for their removal in which case items must be removed by the time this Agreement ends.
5. The Tenant(s) must leave the property in good repair and in a clean and tidy condition and shall permit the Council and its Agents access to the property prior to the end of this Agreement in order for the Council to assess the condition of the property and evaluate any works which may be necessary before the property can be re-let to a new tenant.
6. The Tenant must pay for any repairs or replacement if damage has been caused to any Council property or the property howsoever caused prior to the keys being in the possession of the Council.
7. Should it be necessary for the Council to do any work at the property for cleaning or repairs then the Council reserves the right to charge the Tenant.
8. Should the Council be unable to recover such sums at the expiration (by any means) of this Agreement the Council reserves to itself the right to recover the sums owed by the Tenant from any sums you pay to the Council in respect of any other Council property in which you hold an interest.
9. The Council reserves the right to refuse the Tenant(s) the right to enter into any new Agreement with the Council at any time in the future if you fail to comply with all of the terms of this Agreement.

# **SCHEDULE 1**

## **TENANT'S RIGHTS AND OBLIGATIONS**

*For the purpose of this schedule "You" shall mean the Tenant (and more if more than one, both of them separately) and every person (including children) and any animals living in or visiting the property.*

### **1. Occupancy of Property**

- 1.1 To occupy the property as your sole or principal home for use as a private dwelling house only and not to carry on (or permit to carry on) any trade or business in your property and not to use (or permit the use of) the property or any part of it for non-residential purposes or display any advertisement, sign or notice without the prior written consent of the Council.
- 1.2 You must not assign, exchange sublet or part with possession of the whole or any part of the property without the prior written consent of the Council.
- 1.3 You must inform the Council if you will be away from your home for more than twenty-eight days. The Council will then know that the property has not been abandoned. If you are absent from your home for more than 28 days without advising the Council, action may be taken to end this Agreement.
- 1.4 You will be in breach of this Agreement if in entering into this Agreement information has been given to the Council by you or anyone acting on your behalf which is false or misleading and which has led to the Council entering into this agreement with you.
- 1.5 You must pay the Rent and other charges which are due weekly in advance in accordance with the provisions detailed in 'Payment of Rent' of this Agreement.

### **2. Looking after your Property and General Conduct**

- 2.1 You must keep the property in a clean and tidy condition (including all communal areas in the case of flats).
- 2.2 You must not damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement arising from any damage to your property or any Council property caused by you.
- 2.3 You must take all reasonable steps to prevent damage to the property by fire, frost, the bursting of water pipes or the blocking of drains.

### **3. Safety at the Property**

- 3.1 You must not tamper or interfere with equipment for the supply of services or other security or safety equipment.
- 3.2 In flats and properties with shared facilities communal doors should not be jammed open.
- 3.3 You must not keep or use any more bottled gas, paraffin, petrol or any other dangerous or noxious material in your property or in communal areas than is reasonably necessary for normal domestic use and previously approved in writing by the Council.
- 3.4 You must not make, bring anything into or store in your property anything which is dangerous to you or others or which may cause or is likely to cause a nuisance to others.
- 3.5 You should only burn recognised and approved fuel for your heating appliance.

### **4. Gardens and Boundaries**

- 4.1 You must make sure that your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown and there is no good reason why you are unable to clear it the Council may clear it and charge you for the work.
- 4.2 You must not cut down or remove any established tree on your property without the Council's prior written permission.
- 4.3 You must not enter on any property that has not been let to you as part of the property that is subject to this Agreement. You must not allow anyone to enter upon the property, if this does happen you must notify the Council immediately and in writing.
- 4.4 You are not allowed to erect walls or fences at the property or alter, move or interfere with existing boundary features without the Council's written permission. If you breach this condition the Council shall have the right to reinstate the original boundaries and recover the costs of such works from you.

### **5. Alterations and Additions**

- 5.1 You must not erect any shed, garage, greenhouse or similar structure without the Council's prior written permission.
- 5.2 You must not make any alterations, additions, or installations to the property without the Council's prior written permission.
- 5.3 You must not undertake any permanent decorative finish to the property without the Council's prior written permission.

## **6. Repairs to the Property**

- 6.1 You must notify the Council immediately if any repairs are required at the property which are the Council's responsibility, such items being detailed in Schedule 2 of this Agreement.
- 6.2 You are responsible for the repair, replacement and renewal of the following items:
- the internal decoration or your property.
- a) plugs to sinks, baths and wash hand basins;
  - b) plugs for electrical appliances;
  - c) replacement light bulbs and tubes;
  - d) replacement of fuses;
  - e) keys;
  - f) batteries for appliances;
  - g) adjustments to central heating clocks;
  - h) clearing blocked wastes to sinks, wash hand basins and baths and external gullies;
  - i) replacement of cracked or broken glass;
  - j) fences between adjacent council owned properties;
  - k) cooking facilities;
  - l) sweeping of chimneys;
  - m) draining down water systems during periods of absence in the winter months.
- 6.3 You must pay the whole cost of any works or repair arising from any damage to the property caused by you.
- 6.4 You have an obligation to take care of the property internally and externally and in the case of flats or properties with shared facilities all communal areas.

## **7. Pets and Animals**

- 7.1 You are allowed to keep one dog and/or one cat, caged birds or fish 'Family Pets' without first needing to obtain the Council's permission. Should you wish to have more animals at the property (or animals which are not listed in this section) then you should obtain the Council's prior written consent. In the case of tenants of sheltered flats, dogs and cats cannot be replaced.
- 7.2 You must keep any 'Family Pet' under control at all times and not permit any 'Family Pet' to damage the property or any Council property to cause any nuisance or annoyance to anyone else.
- 7.3 You must not leave any 'Family Pet' unattended for more than 24 hours either inside or outside the property.

- 7.4 You must ensure that no 'Family Pet' or animal kept at the property prevents an employee, contractor or agent of the Council gaining access to the front door of the property.
- 7.5 You should not erect any structure for the housing of livestock or birds without the Council's prior written consent.

## **8. Access**

- 8.1 You must permit the Council, its contractors or agents access to the property on the giving of reasonable notice to inspect the condition of the property and when the Council feel it is necessary to carry out repairs improvements or other necessary work.
- 8.2 In the case of emergencies the Council reserves the right to gain access to the property by whatever means are necessary. This provision shall also apply should you fail to allow the Council access for routine checks and maintenance within 72 hours of them serving on you Notice requiring access for such checks.

## **9. Vehicles and Parking**

- 9.1 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on the property except on an approved hardstanding
- 9.2 The parking of vehicles by you must not in any way obstruct access to another property, service road, or prevent access for emergency vehicles.
- 9.3 Vehicles larger than 3.5 tonne gross weight may not be parked at the property and Taxis/Private Hire Vehicles may only be parked on a private drive or within the property boundary except where previously approved in writing by the Council.
- 9.4 You must not park or leave any motor vehicle, trailer, caravan or boat on grass verges or on any Council land used for amenity purposes.
- 9.5 If the property has a designated residents parking area, only you and your lodgers or visitors must park there.

## **10 Tenants Behaviour**

- 10.1 You must ensure no nuisance or annoyance is caused to any person living in, visiting or otherwise engaged in a lawful activity in the locality of the property. Examples of nuisance, annoyance or disturbance include (but is not limited to ):-
  - a) selling of drugs or drug abuse;
  - b) loud music;
  - c) arguing and door slamming;
  - d) dog(s) barking and fouling;
  - e) rubbish dumping;
  - f) undertaking major car repairs;

- g) playing ball games (other than in a designated amenity area);
  - h) discarding litter;
  - i) using air-rifles or pellet-guns.
- 102 You must ensure that no harassment is caused to any other person. Examples of harassment includes (but is not limited to):
- a) violence or threats of violence towards any person including people living visiting or working in the locality of your property;
  - b) abusive or insulting words or behaviour;
  - c) damage or threats of damage to another persons property or home or pets;
  - d) writing threatening, abusive or insulting graffiti;
  - e) any interference with the peace or comfort of any other person;
  - f) racial harassment;
  - g) sexual harassment;
  - h) harassment because of a persons sexuality, physical disability, learning disability, religion or because they may have HIV/AIDS.
- 103 You must not inflict domestic violence or threaten violence against any other person.
- 104 You must not use or threaten to use violence or use abusive or insulting words or behaviour towards any employee, contractor or agent of the Council.
- 105 You must not use or permit the use of your property or any communal area for any illegal or immoral purpose.
- 106 You must not make false or malicious complaints to the Council about the behaviour of any other person.

## **SCHEDULE 2**

# **COUNCIL'S OBLIGATIONS AND RIGHTS**

### **1 The Council Agrees:**

- 1.1 Not to interfere with your rights to possession of the Property as long as you fulfil all Tenants Obligations under this Agreement.
- 1.2 To replace and renew as appropriate the items detailed below as soon as reasonably possible:
  - a) the structure and exterior of the Property (including communal areas in the case of flats);
  - b) the decoration of communal areas;
  - c) the fitting for the supply of water, gas and electricity;
  - d) bathroom and toilet fittings;
  - e) room heating systems;
  - f) water heating systems.
- 1.3 To consult tenants who are likely to be substantially affected by proposed changes in or additions to the Housing Management Policies (other than rents and other charges)
- 1.4 To only change the terms of this Agreement (excluding the level of rent) by:-
  - a) giving you written notice of the proposed change and inviting comments within a reasonable time;
  - b) Considering the comments from individuals and groups;
  - c) Giving four weeks notice of the changes and information explaining the changes;
  - d) Undertaking full consultation with the Tenants Associations.
- 1.5 To consult with Tenants in accordance with the Council's Tenant Participation Policy.
- 1.6 To supply information on Housing Allocation Policies and Procedures, transfers and exchanges and to endeavour to supply information on all other subjects relevant to this Agreement.

## **2 The Council reserves the right to themselves:**

2.1 To fix attach and maintain any wires, poles, cables, brackets, fixtures and fittings in over or under the property for the purpose of supplying radio and television diffusion services to the property or any other works at the property or any other.

2.2 The right to install and maintain and improve the cables wires fixtures or other equipment for the purpose of provision of emergency alarms security systems or fire detection.

2.3 To erect scaffolding at the property for the purpose of carrying out works at the property or any other.

2.4 To seek to recover possession on the grounds set out in Schedule 2 of the Housing Act 1985 (as amended) after first giving the Tenant(s) Notice of its intention to apply to the Court for an order seeking possession of the property.

## **3 Succession of Property**

If you have a joint tenancy the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be the successor and there will be no further right to succeed because succession can only happen once.

If you are a sole tenant who has not succeeded the tenancy, then your tenancy can be passed onto your spouse or civil partner as long as they are living with you when you die. If there is no spouse or civil partner then other members of your family can succeed to the tenancy if you die, providing they have lived with you for 12 months ending at your death.'



## **Equalities Policy Statement**

Bolsover District Council is committed to equalities as an employer and in all the services provided to all sections of the community.

The Council believes that no person should be treated unfairly and is committed to eliminate all forms of discrimination in compliance with its Equality Policy.

The Council also has due regard to eliminate discrimination and to proactively promote equality of opportunity and good relations between persons of different groups when performing its functions.

### **Access for all**

If you need help understanding this document or require a larger print or translation, please contact us on the telephone number at the bottom of the page.

Jeśli potrzebują Państwo pomocy w zrozumieniu tego dokumentu lub jeśli chcieliby Państwo otrzymać jego tłumaczenie czy też wersję dużym drukiem, proszę się z nami skontaktować pod numerem telefonu podanym na dole strony.

Nel caso in cui si abbia bisogno di aiuto per comprendere il presente documento o si necessiti di un documento stampato in un formato più grande o di una traduzione, contattateci al numero di telefono riportato in fondo alla pagina.

倘若您需要幫助瞭解本檔的內容，或需要提供大字體格式或翻譯件，請按照頁面底端的電話號碼聯絡我們。

ترجمہ یا بڑے حروف یہ یا ہو ضرورت کی مدد میں سمجھنے دستاویز یہ کو آپ اگر دیے میں آخر کے صفحے اس مہربانی برائے تو ہو درکار میں شکل کی - کریں رابطہ سے ہم پر نمبر گئے

Other Equalities information is available on our web site [www.bolsover.gov.uk](http://www.bolsover.gov.uk) or by email from [equalities.officer@bolsover.gov.uk](mailto:equalities.officer@bolsover.gov.uk)

**Minicom:01246 242450 Fax:01246 242423**

**Tel: 01246 593064**

## Appendix 3 - Rent Arrears Recovery Procedure

### Rents Team

The aim of the Rents Team is to prevent a Notice of Seeking Possession being served. By having early engagement with tenants assistance can be given to maximising benefit entitlement and supporting those who may be vulnerable.

For each case, the computer system will suggest the next stage where appropriate unless an agreement is in place and this has not been broken. At each contact with the tenant we will strive to make an arrangement with the tenant to pay the rent and arrears, and if appropriate make referrals to money advice worker, other agencies that can assist with money management and debts

- The Arrears Progress is run to obtain all accounts that are in rent arrears. Accounts are checked to make sure the tenant(s) is not a monthly payer. If payments are not being made or the incorrect amount is being paid then an Arrears Reminder 1 (ARR1) letter will be sent. This is sent to anyone who hasn't made a prior arrangement. This case will be moved to the ARR1 stage and will be recorded automatically on the computer system.
- In the next extract, if no payment has been made or any contact from the tenant(s) has been received then telephone contact will be attempted, this may take the form of a text message. An email may be sent if address known. The tenant(s) will be advised and encouraged to set up an arrangement to pay.

If the tenant(s) made an incorrect payment they will be encouraged to make the correct payment. The case will be moved to the TEL1 stage and will be recorded automatically on the computer system

- In the next extract, the account is monitored for payments. The account will be checked if this is a regular monthly payer. If this is the case this will be recorded as such on the computer system.

If no payment has been made or any contact from the tenant(s) has been received then an Arrears Reminder 2 (ARR2) letter will be sent. This case will be moved to the ARR2 stage and will be recorded automatically on the computer system.

- In the next extract, the account is monitored for payments. A visit will be carried out to those still in arrears unless they are keeping to an agreed arrangement. A record of this visit will be kept on the computer system.

At the visit the Tenancy Checklist will be completed. The aim of this will be to check the details of the tenant(s) and other occupants of the household and if there are any vulnerabilities / disabilities or experiencing any other issues we are not aware of. An action plan will be agreed if any issues are reported.

On return to the office any vulnerabilities or disabilities will be logged onto the computer system. Referrals will be made to Money Advice Worker or Social Care as agreed or as required. Referrals and signposting can also be made to the

Citizens Advice Bureau and Derbyshire Law Centre. This case will be moved to the VIS1 stage and will be recorded automatically on the computer system.

### **Housing Assistant (Tenancy)**

The aim of the Housing Assistant (Tenancy) is to prevent the tenant(s) being entered into court. By having engagement with tenant's assistance can be given to maximising benefit entitlement and supporting those who may be vulnerable.

For each case, the computer system will suggest the next stage where appropriate unless an agreement is in place and this has not been broken. At each contact with the tenant we will strive to make an arrangement with the tenant to pay the rent and arrears.

- In the next extract, the account is monitored for payments. The Pre Notice Warning (PNSP) letter will be produced and hand delivered to those still in arrears unless they are keeping to an agreed arrangement. This case will be moved to the PNSP stage and will be recorded automatically on the computer system.
- The Housing Assistant (Tenancy) will look at all cases at the PNSP stage and complete the Equality Act Assessment using information stored on the computer system and paper records that have been downloaded onto the Housefile, and their direct knowledge of the tenants
- The Housing Assistant (Tenancy) will decide if it is appropriate for the Notice of Seeking Possession (NSP) to be prepared. This will be handed to the Tenancy Management Officer along with the Equality Act Assessment for their authorisation and signature.
- The NSP is hand delivered by the Housing Assistant (Tenancy) or another officer if appropriate. A certificate of service is completed and kept on the housefile. This case will be moved to the NSP stage and will be automatically recorded on the computer system. Where there are joint tenants, a NSP must be served on each.
- In the next extract, contact is attempted via telephone with the tenant(s). This may take the form of a text message. An email may be sent if address known. The tenant(s) will be advised and encouraged to set up a payment plan or they would run the risk of being entered into court for the Council to seek possession of their home. The tenant will also be reminded that a Notice of Seeking Possession has already been served, the matter is serious and is the first step towards potential court action. The case will be moved to the Pre Court Telephone Contact PCTEL stage.

## Tenancy Management Officer

The aim of the Tenancy Management Officer (TMO) is to prevent the tenant(s) being evicted. By continuing to engage with tenants to address rent arrears we hope to prevent the need for court action.

For each case, the computer system will suggest the next stage where appropriate unless an agreement is in place and this has not been broken. At each contact with the tenant we will strive to make an arrangement with the tenant to pay the rent and arrears.

- Once the Notice of Seeking Possession is served the case will be monitored by the TMO.
- If the tenant(s) is still not paying then a Court Warning letter will be sent. Included in this will be a copy of the Pre-Action Protocol for Possession Claims by Social Landlords which is produced by the Ministry of Justice.

A referral will be made to Housing Needs Officers (HNO) to indicate that the tenant(s) is in threat of losing their home. This will be done via email to the relevant HNO. This case will be moved to the COURW stage and will be automatically recorded on the computer system.

- The court application stage (COURA) will be the next suggested stage 2 cycles after the COURW stage was committed.
- The Equalities Act Assessment will be updated and a decision made as to whether the tenant(s) will be entered into court and the details input onto the Possession Claim Online system (PCOL). The case will be moved to the Court Application (COURT) stage when the PCOL information is completed. This will be automatically recorded on the computer system.
- Once input on PCOL the following documents will be produced
  - Letter for tenant(s) to confirm date of hearing
  - Witness Statement
  - Rent Statement for both court and the tenant(s)

The following documents will be provided to court

- Witness Statement
- Rent Statement
- Copy of the letter sent to the tenant(s) to confirm the date of the hearing
- Copy of the Notice of Seeking Possession
- Copy of the Tenancy Agreement

The following documents will be provided to the tenant(s)

- Letter for tenant(s) to confirm date of hearing
- Information leaflet explaining court process and possible outcomes
- Rent Statement
- Copy of the Notice of Seeking Possession
- Copy of the Tenancy Agreement

- Prior to the court date it will be decided what order will be requested at the hearing. This decision can be made by the TMO or in consultation with the Housing Enforcement Manager (HEM).
- Following the court hearing the case will be moved to the relevant stage depending on the outcome, this will be automatically recorded on the computer system.

### **Possible Court Outcomes**

The possible court outcomes are as follows:

- OPOS           Outright Possession
- SPO            Suspended Possession Order
- ADJDS         Adjourned for a specified amount of days
- ADJTS         Adjourned on Terms
- ADJLIB        Adjourned with Liberty to Restore
- COSTS         Costs Only Order
- WTHDS        Withdrawn

#### Outright Possession Order (OPOS)

An outright possession order specifies the date by which a tenant is required to leave the Property. The date is usually 14 days after the order is made. A tenant can ask for the date for possession to be delayed for a maximum of 6 weeks if it would cause them hardship to leave earlier.

Once the time period of the Outright Order has expired an application for a warrant of Possession of Land can be made.

A letter will be sent to the tenant(s) confirming the order obtained, and advising where they can seek assistance for rehousing. The details of the court order will be input into the computer system. Any court costs will be added to the rent account.

The Equalities Act Assessment (EAA) will be updated and a decision made as to whether the warrant will be applied for. This decision can be made by the TMO or in consultation with the HEM.

The HEM must sign the EAA prior to the application of the warrant. If the warrant is to be applied for the case will be moved to the Apply for Warrant (AWAR) stage.

#### Suspended Possession Order (SPO)

A possession order will be granted but suspended on terms. The tenant(s) is allowed to remain so long as they adhere to the terms.

A letter will be sent to the tenant(s) confirming the order obtained and setting out the terms for compliance and consequence of breach

The details of the court order will be input into the computer system which will create a court arrangement and the case will be moved to the Court Arrangement Made (CAMS) stage. Any court costs will be added to the rent account.

The system will monitor this arrangement. If the tenant is making the correct payments no action will be suggested. If the tenant is not making the correct payments it will suggest the Court Arrangement Broken (CAMF) stage.

#### Adjourned for a specified amount of days (ADJDS)

The Court may adjourn the determination of a case for a specified amount of days e.g. when a Housing benefit or Universal Credit claim is being processed.

A letter will be sent to the tenant(s) confirming the order obtained, and if appropriate tell the tenant(s) what the need to do before the next hearing. This case will stay at the ADJDS stage until the amount of days given in the court order has expired when there will be a new hearing.

If the date has not been set by the court this will have to be followed up with the court. If the hearing has been set the case will be moved to the Adjourned Hearing (ADJHE) stage and the details input.

Once the Adjourned hearing has been conducted the court outcome will be recorded and the relevant stage selected.

#### Adjourned on Terms (ADJTS)

On occasion the court may adjourn for a specified amount of time, as set out above, but also require that the tenant(s) adhere to specific terms e.g. payment of rent or contributions to rent.

A letter will be sent to the tenant(s) confirming the order obtained and explain what terms they are required to adhere to. The details of the court order will be input into the computer system which will create an adjournment arrangement and the case will be moved to the Adjourned on Terms Arrangement Made (ADJAR) stage.

The system will monitor this arrangement and suggest the Re-list (RLISTS) stage if the payments are not made correctly.

#### Adjourned with Liberty To Restore (ADJLIB)

A possession claim can be adjourned generally with liberty to restore the claim at a later date. This is often on terms. A letter will be sent to the tenant(s) confirming the order obtained and if required any terms. This case will stay at the ADJLIB stage whilst the payments are being monitored.

Whilst the payments are being made correctly there is no further need for action and the case will remain at this stage.

If the payments are not being made correctly and it has not gone past the date when this can be applied for, a decision will be made as to whether an application

to restore the possession claim is needed. . This decision can be made by the TMO or in consultation with the HEM. This application will be made via the PCOL system.

If the hearing is applied for, once the date is received this case will be moved to the ADJHE stage.

Once the Adjourned hearing has been conducted the court outcome will be recorded and the relevant stage selected.

#### Costs Only Order (COSTS)

A letter will be sent to the tenant(s) confirming the order obtained and costs will be added to the ret account.

The payments for the rent account will have to be monitored and any credit balances transferred to the court costs account. An email will be sent to the rent team to transfer the credit.

#### Withdrawn (WTHDS)

A letter will be sent to the tenant(s) confirming the order obtained. The letter must include the reasons for the withdrawal from court and the terms of the agreement if one has been made.

#### Court Arrangement Broken (CAMF)

The CAMF stage will be suggested if the Suspended Possession Order is not being kept to.

The Behind on Court Order (BCAM) stage can be used to remind tenant(s) of their court order obligations once they have breached them and give them the opportunity to catch up with them. The moving to this stage will be completed manually. The letter will include details of the court order, the amount of rent and how far behind the tenant is with the court order.

The Last Chance Appointment (LCAP) stage can be used to remind tenants of their court order obligations by discussing the situation with the TMO and to give them the chance to catch up with their obligations. The moving to this stage will be completed manually. The letter will include details of the appointment made. If the tenant(s) does not comply with the terms of the court order once the reminder has been given then the EAA will be updated and a decision made as to whether the warrant will be applied for. This decision can be made by the TMO or in consultation with the HEM.

The HEM must sign the EAA prior to the application of the warrant. If the warrant is to be applied for the case will be moved to the Apply for Warrant (AWAR) stage.

#### Warrant Application (AWAR)

If there is not a suspended warrant already in place an application for a warrant will be completed via PCOL. The details of the warrant application will be input

onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

If the warrant is already suspended and it has been no longer than one year since it was suspended, there will be an application to re-issue the warrant. The details of the warrant application will be input onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

If the warrant is already suspended and it has been longer than one year since the warrant was suspended then a new application will have to be made. The details of the warrant application will be input onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

The TMO must complete a Bailiffs confirmation of date court form and a risk assessment, which must be filed at court.

Once the date is confirmed this will be moved to the Bailiff Date Confirmed (BALC) Stage.

This date also needs to be confirmed with the tenant(s). The case will be moved to the Confirm Bailiff Date with Tenant (CBAL), this will generate a letter.

The TMO must make arrangements for any support required at the eviction (e.g. Police, CAN Rangers) and the lock change to be completed.

### Tenant Application 1

At any time after the tenant(s) is informed of the eviction date up to the actual eviction, the tenant(s) can apply to the court for an application to suspend the warrant. The court will deal with this matter at a hearing. When the court contacts the council to inform us of this hearing the case will be moved to the TAPP stage.

There are 3 potential outcomes to this hearing

- Tenant(s) application is dismissed
- The warrant is suspended on terms, indefinitely
- The Warrant is suspended on terms with a review date in the future. This is often when the tenant(s) is required to make payment or submit additional information to assist with a benefit claim.

If the application is dismissed the eviction will be executed as arranged. If the warrant is suspended then the case will move to the Warrant Suspended on Terms (WSUS) stage.

### Warrant Suspended on Terms (WSUS)

A letter will be sent to the tenant(s) confirming the order obtained and any terms they need to adhere to.

The details of the court order will be input into the computer system which will create a court arrangement and the case will be moved to the Warrant Arrangement (WARM) stage.



The system will monitor this arrangement. If the tenant is making the correct payments no action will be suggested. If the tenant is not making the correct payments it will suggest the Warrant Arrangement Failed (WARF) stage.

#### Warrant Arrangement Failed (WARF)

If the warrant is to be applied for, the case will be moved to the Apply for Warrant (AWAR) stage.

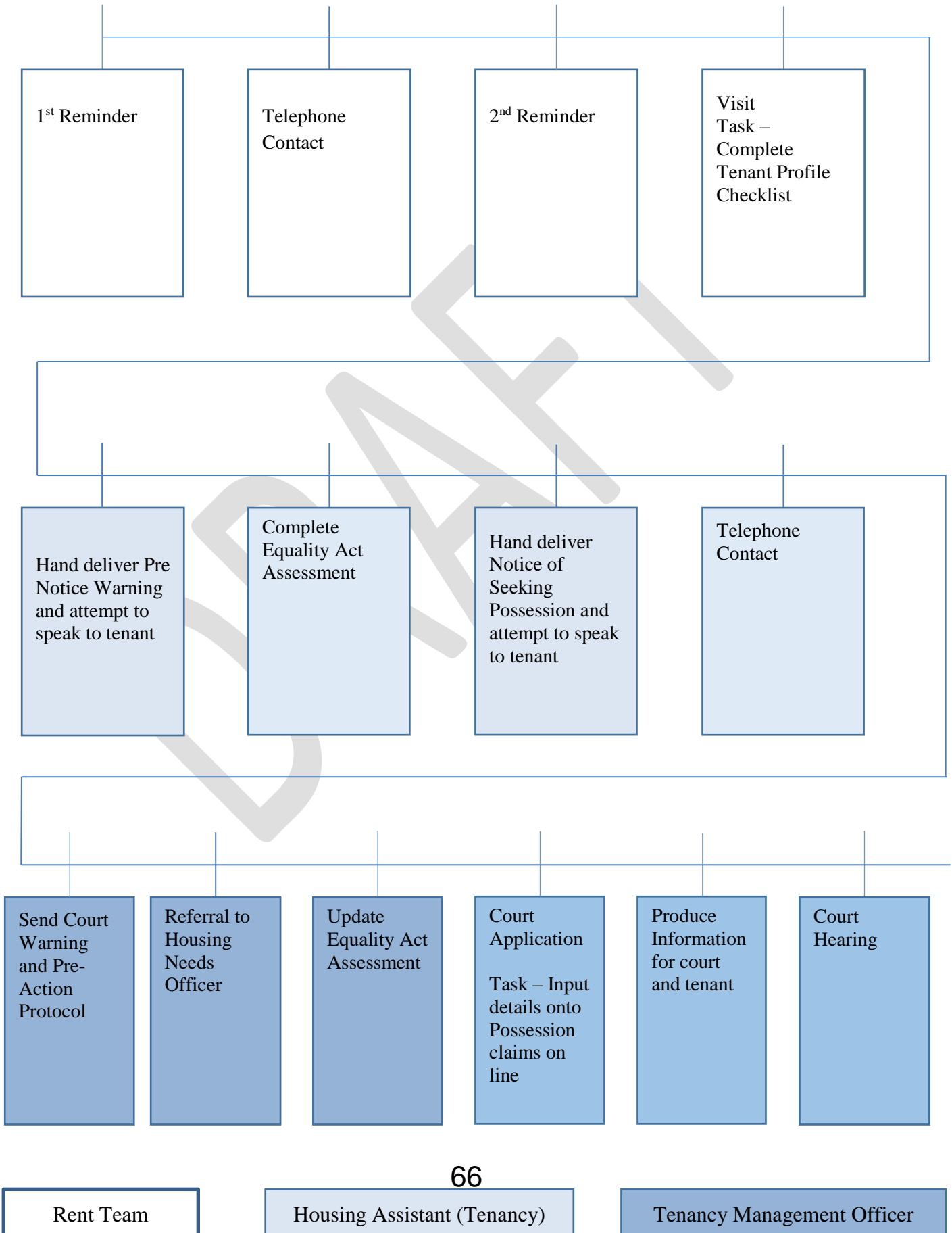
#### Arrangements

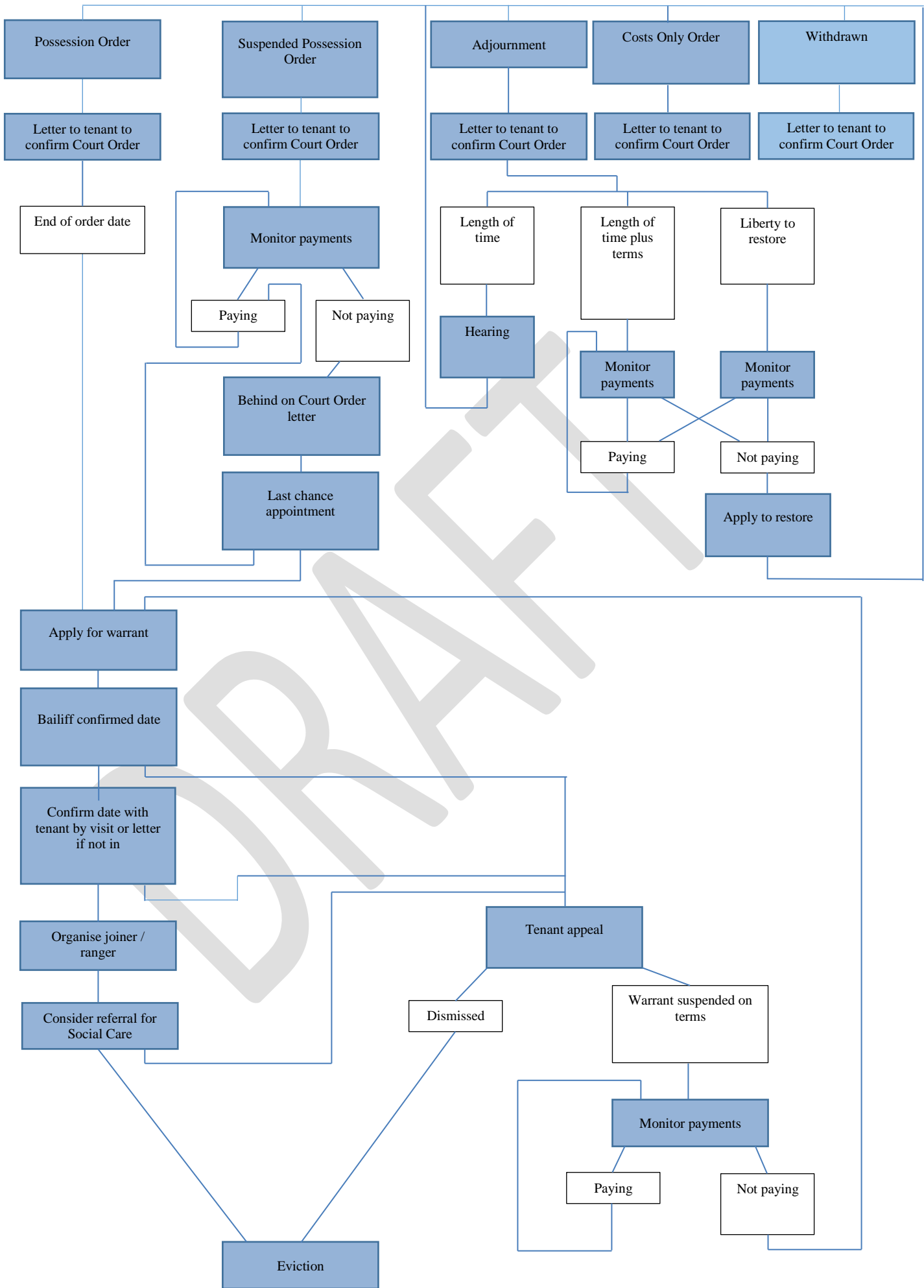
Once an arrangement is made with the tenant(s) the details will be input into the computer system. The system will monitor the payments. If the payments are made correctly then the system will not prompt any further action or change of stage.

If the arrangement is broken because the payments have not been made correctly the system will return the case back into the rent arrears procedure and prompt the relevant stage.

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## Appendix 4 - Rent Arrears Recovery Procedure – Flowchart





**Appendix 5 – Equality Act Assessment**

**EQUALITY ACT 2010 CASE ASSESSMENT**

Tenants name:			
Property address			
Tenancy Type		Tenancy start date	
Number of All occupants		Of which under 18	
Reason for action (tick all boxes: which apply)	<input type="checkbox"/> ASB <input checked="" type="checkbox"/> Rent arrears <input type="checkbox"/> Other breach of tenancy		

<b>1</b>	<b>Identified Vulnerabilities</b>	
	After checking on Housing IT system and House file: Does the tenant/s have any vulnerabilities	<input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes please provide details complete details on additional page:
	Are there any occupants with vulnerabilities that will impact on the tenant/s ability to sustain a tenancy	<input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes please provide details complete details on additional page:

<b>2</b>	<b>Proportionate Action</b>
	Do you consider the action you are taking is proportionate and you have assessed all alternative options to resolve breach.  Is the action proportionate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Please tick and confirm the alternatives to possession that have been considered:
	<input type="checkbox"/> Letters sent:  <input type="checkbox"/> Home visits: Successful <input type="checkbox"/> Home visits: Unsuccessful  <input type="checkbox"/> Telephone contact: Successful <input type="checkbox"/> Telephone contact: Unsuccessful  <input type="checkbox"/> Emails to tenant:  <input type="checkbox"/> Office interviews:  <input type="checkbox"/> Tenant not engaging

	<input type="checkbox"/> Agreement with tenant <input type="checkbox"/> Agreement broken with tenant <input type="checkbox"/> Money Advice Worker referral    Engaged <input type="checkbox"/> Yes <input type="checkbox"/> No    Successful <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Tenant refused referral to Money Advice Worker <input type="checkbox"/> Housing Benefit in payment <input type="checkbox"/> Universal Credit – Alternative payment arrangement <input type="checkbox"/> DWP deductions <input type="checkbox"/> Discretionary Housing Payment <input type="checkbox"/> Liaising with external support. Agency: <input type="checkbox"/> Notice Seeking Possession. Date: Served                      Expires: <input type="checkbox"/> Threat of court letter. Date: <input type="checkbox"/> Submitted to court. Date: <input type="checkbox"/> Court order. Date: <input type="checkbox"/> Breach of court order letter. Date: <input type="checkbox"/> Tenant still not engaging after starting legal action <input type="checkbox"/> Other .....
	Other Comments / information

Lead Officer			
Signed		Date	
Housing Enforcement Manager			
Signed		Date	

# EQUALITY ACT 2010 CASE ASSESSMENT

Additional Page Identified Vulnerabilities- Further Details

<b>Name of person with Vulnerability</b>	
<b>Relationship to Tenant/s (if applicable)</b>	
<b>1</b>	<b>Identified Vulnerabilities/ Warning markers</b>
<input type="checkbox"/> Bankrupt / Debt Relief Order <input type="checkbox"/> Literacy support needs <input type="checkbox"/> Careline <input type="checkbox"/> Tenancy support needs <input type="checkbox"/> Registered blind / partially sighted <input type="checkbox"/> Resettlement support <input type="checkbox"/> Mental Health support needs <input type="checkbox"/> Domestic abuse <input type="checkbox"/> Male visitors only <input type="checkbox"/> Children's safeguarding <input type="checkbox"/> Hygiene standards (property) <input type="checkbox"/> Potential violent visitors <input type="checkbox"/> Dementia / memory loss <input type="checkbox"/> Two people to visit <input type="checkbox"/> Visit in pairs include 1 female <input type="checkbox"/> Sensitive information <input type="checkbox"/> Elderly tenant	<input type="checkbox"/> Asylum seeker / refugee <input type="checkbox"/> Interpreter required <input type="checkbox"/> Recently bereaved <input type="checkbox"/> Supported by carer <input type="checkbox"/> Registered deaf / hard of hearing <input type="checkbox"/> Learning needs <input type="checkbox"/> Physical mobility / wheelchair user <input type="checkbox"/> Dangerous animal <input type="checkbox"/> Female visitors only <input type="checkbox"/> Adult safeguarding <input type="checkbox"/> Hoarder <input type="checkbox"/> Pre- arranged visits <input type="checkbox"/> Suffering ASB / hate crime <input type="checkbox"/> Substance misuse <input type="checkbox"/> Visit in pairs include 1 male <input type="checkbox"/> Young tenant <input type="checkbox"/> Other
Please confirm details:	
<b>2</b>	<b>Outcomes from Vulnerability Check</b>
How were we made aware of vulnerability	<input type="checkbox"/> Verbally from tenant <input type="checkbox"/> From other agency/ professional <input type="checkbox"/> From Housefile
Have we been provided with written confirmation of the vulnerability?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the tenant confirmed how their vulnerability prevents them maintaining rent payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No  If yes: how does this stop them? What support has been identified to assist the tenant to maintain payments?: ..... ..... .....

Could the reason for breach be attributed to their disability	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the tenants Health and Safety at risk	<input type="checkbox"/> Yes <input type="checkbox"/> No
Any other vulnerability the breach may be attributed to?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Any other comments	

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# Agenda Item 9

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A% of the Local Government Act 1972.

Document is Restricted



# Agenda Item 10

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A% of the Local Government Act 1972.

Document is Restricted