

The Arc
High Street
Clowne
S43 4JY

To: Chair & Members of the Customer
Services Scrutiny Committee

Contact: Tom Scott
Telephone: 01246 217045
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Friday 11th March 2022

Dear Councillor

CUSTOMER SERVICES SCRUTINY COMMITTEE

You are hereby summoned to attend a meeting of the Customer Services Scrutiny Committee of the Bolsover District Council to be held as a Council Chamber, The Arc, Clowne on Monday, 21st March, 2022 at 10:00 hours.

Risk Assessment Disclaimer

When attending this meeting in person, I confirm that I have read and understood the contents of each of the following risk assessments and agree to act in line with its content.

- Covid-19 ARC RTW RA001
- Working in Offices At The Arc During Covid-19 Pandemic Guidance – ARC – SSW001
- Meetings – EM001 - Committee and Council Meetings during the Covid-19 pandemic

These documents have been emailed to Members and are available on the Modern.Gov App library.



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

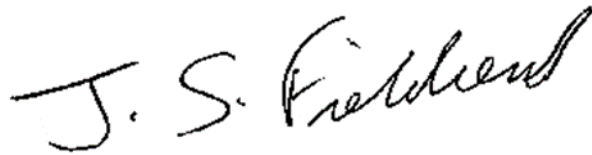
**If you require this agenda in large print
or another format please call us on 01246 217753**

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.

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 onwards.

Yours faithfully

A handwritten signature in black ink, reading "J. S. Fielden". The signature is written in a cursive style with a large, stylized 'J' and 'F'.

Interim Monitoring Officer

**CUSTOMER SERVICES SCRUTINY COMMITTEE
AGENDA**

***Monday, 21st March, 2022 at 10:00 hours taking place at the Council Chamber, The Arc,
Clowne***

Item No.		Page No.(s)
	<u>PART A - FORMAL</u>	
1.	Apologies for Absence	
2.	Urgent Items 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.	Declarations of Interest 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.	Minutes To consider the minutes of the meeting on 21 st February 2022.	5 - 7
5.	List of Key Decisions and Items to be Considered in Private <i>(Members should contact the officer whose name appears on the List of Key Decisions for any further information. NB: If Members wish to discuss an exempt report under this item, the meeting will need to move into exempt business and exclude the public in accordance with the Local Government (Access to Information) Act 1985 and Local Government Act 1972, Part 1, Schedule 12a for that part of the meeting only).</i>	8
6.	Housing Strategy - Monitoring Update	9 - 21
7.	Tenancy Agreement	22 - 57
8.	Business Rates Mandatory and Discretionary Rate Relief Policy	58 - 72
9.	Council Tax Discretionary Relief Policy	73 - 83

PART B - INFORMAL

The formal meeting of the Committee ends at this point. Members will meet informally as a working party to carry out their review work. This meeting is closed to the public, so members of the public should leave at this point.

11. **Review Work**

CUSTOMER SERVICES SCRUTINY COMMITTEE

Minutes of a meeting of the Customer Services Scrutiny Committee of Bolsover District Council held in the Council Chamber, The Arc, Clowne on Monday 21st February 2022 at 10:00 hours.

PRESENT:-

Members:-

Councillor Rose Bowler in the Chair

Councillors Rita Turner (Vice-Chair), Allan Bailey, Stan Fox, Ray Heffer and Andrew Joesbury.

Officers: Vicky Dawson (Assistant Director - Housing Management & Enforcement), Deborah Whallett (Housing Enforcement Manager), Ann Bedford (Customer Standards and Complaints Officer), Eddie Raper (Planned Repairs Inspector), Jo Wilson (Scrutiny & Elections Officer) and Tom Scott (Governance Officer).

Also in attendance for the meeting was Councillor David Downes (Portfolio Holder - Leisure and Tourism). Councillor Andrew Joesbury entered the meeting during Minute No. CS42-21/22 and Ann Bedford (Customer Standards and Complaints Officer) left the meeting during Minute No. CS43-21/22.

CS37-21/22 APOLOGIES FOR ABSENCE

An apology for absence was received on behalf of Councillor David Dixon.

CS38-21/22 URGENT ITEMS OF BUSINESS

There were no urgent items of business to consider.

CS39-21/22 DECLARATIONS OF INTEREST

There were no declarations of interest made.

CS40-21/22 MINUTES

Moved by Councillor Ray Heffer and seconded by Councillor Rose Bowler.

RESOLVED that the Minutes of a Customer Services Scrutiny Committee held on 13th December 2022 be approved as a correct record.

CS41-21/22 LIST OF KEY DECISIONS AND ITEMS TO BE CONSIDERED IN PRIVATE

Committee considered the List of Key Decisions and items to be considered in private document.

CUSTOMER SERVICES SCRUTINY COMMITTEE

Moved by Councillor Ray Heffer and seconded by Councillor Rose Bowler.

RESOLVED that the List of Key Decisions and items to be considered in private document be noted.

CS42-21/22 CUSTOMER SERVICE STANDARDS AND COMPLIMENTS, COMMENTS AND COMPLAINTS REPORT 2021/22 - 1ST APRIL 2021 TO 30TH SEPTEMBER 2021

The Customer Standards and Complaints Officer presented a report which informed Members of:

1. The Council's performance in relation to its customer service standards
2. The effective management of complaints and customer requests
3. The Council's performance in relation to its Customer Service Standards
4. The number of compliments, comments and complaints for the period 1st April 2021 to 30th September 2021.

N.B. Councillor Andrew Joesbury entered the meeting at this point.

The Chair asked Members if they were satisfied with the new design of the table in Appendix 3, because the additional detail had come as a result of a request by Customer Services Scrutiny Committee. All Members indicated they would like the new design going forward.

It was moved by Councillor Ray Heffer and seconded by Councillor Andrew Joesbury to note the report.

RESOLVED that the overall performance on Customer Service Standards and Compliments, Comments and Complaints be noted.

(Customer Standards and Complaints Officer)

CS43-21/22 WORK PROGRAMME 2021/2022

N.B. The Customer Standards and Complaints Officer left the meeting at this point.

Committee considered their work programme 2021/22.

Councillor Andrew Joesbury asked what the current situation was in terms of Garage site development/disposal. The Scrutiny & Elections Officer explained that it fell under the remit of Local Growth Scrutiny Committee, which had received a report in December.

Members mentioned issues for Streetscene in relation to: service performance issues as a result of COVID and staff absences, expected service changes as a result of new national guidance on Waste and Recycling, and staffing impacts as a result of drivers

CUSTOMER SERVICES SCRUTINY COMMITTEE

potentially leaving for other HGV roles, which they felt would need to be addressed after May 2022 in next year's Work Programme.

Moved by Councillor Rose Bowler and seconded by Councillor Ray Heffer.

RESOLVED that the Work Programme 2021/22 be noted.

The meeting ended at 10:17 hours.



List of Key Decisions and items to be considered in private

The latest version of the Forward Plan can be found here:

<https://committees.bolsover.gov.uk/mgListPlans.aspx?RPId=1147&RD=0&bcr=1>

Members should contact the officer whose name appears on the List of Key Decisions for any further information.

NB: If Members wish to discuss an exempt report under this item, the meeting will need to move into exempt business and exclude the public in accordance with the Local Government (Access to Information) Act 1985 and Local Government Act 1972, Part 1, Schedule 12a for that part of the meeting only.

Bolsover District Council

Meeting of the Customer Services Scrutiny Committee on 21 March 2022

Housing Strategy Action Plan

Report of the Portfolio Holder for Housing

Classification	This report is Public
Report By	Housing Policy & Intelligence Officer Di Parker, di.parker@ne-derbyshire.gov.uk , 01246 217292.
Contact Officer	Housing Policy & Intelligence Officer Di Parker, di.parker@ne-derbyshire.gov.uk , 01246 217292.

PURPOSE/SUMMARY OF REPORT

- To give an update on the Housing Strategy 2021 – 2024's Action Plan

REPORT DETAILS

1. Background (*reasons for bringing the report*)

- 1.1 The Housing Strategy was adopted in February 2021, therefore the reason for this report is to inform scrutiny of the Action Plan and give an update.

2. Details of Proposal or Information

- 2.1 The Housing Strategy sets out the Council's strategic framework to meet the districts housing growth ambitions and housing related support needs.
- 2.2 The key housing priorities highlighted in the Strategy complement the Council's vision for housing whilst having due regard to local and national policy. The Key Strategic Housing Priorities identified are:
- Key Priority 1 – Providing Good Quality Housing
 - Key Priority 2 – Enabling Housing Growth
 - Key Priority 3 – Supporting Vulnerable and Disadvantaged People.
- 2.3 An Action Plan has been developed to show how the Council will achieve its strategic housing priorities.

3. Reasons for Recommendation

3.1 To inform scrutiny of the Action Plan and give and update where available.

4 Alternative Options and Reasons for Rejection

4.1 There are no alternative options.

RECOMMENDATION(S)

1. To note the Action Plan aims and updates

Approved by Portfolio Holder – Cllr. Peake

IMPLICATIONS:

Finance and Risk: Yes ☐ No ☒

Details:

None from this specific report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

None from this report. The Strategy forms part of the Budget & Policy Framework.

On behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

None from this report.

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? 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: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No

District Wards Significantly Affected	All indirectly
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input checked="" type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Details: Ward Members consulted on original strategy.

Links to Council Ambition: Customers, Economy and Environment.
The Strategy links to all the Corporate aims: Our Customers by providing excellent services/Our Economy by driving growth, promoting the District and being business friendly/Our Environment by protecting the quality of life for residents and businesses and meeting environmental challenges.

DOCUMENT INFORMATION	
Appendix No	Title
1.	Housing Strategy Action Plan

Background Papers
<i>(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 Executive you must provide copies of the background papers).</i>

BDC Housing Strategy 2021 – 24 Action Plan

	Aims	Service Area	Target Date	Expected Outcomes	Update
Key Priority 1 – Providing Good Quality Housing					
1	Build New Council Housing	Property Services & Housing Repairs	Ongoing	<p>Bolsover Homes to work towards developing 400 new council properties, with a target to initially deliver 200 new homes.</p> <p>Continue to work with Homes England to identify opportunities where their investment may bring forward stalled schemes or opportunities for housing delivery.</p>	
2	Purchase properties from private development companies to increase the Council's housing stock	Property Services & Housing Repairs	Ongoing	Initially 25 units, seek further opportunities to meet housing need	
3	Ensure Design and Quality to Reduce the Carbon Footprint	Property Services & Housing Repairs	Ongoing	Deliver homes to meet quality standards such as the Code for Sustainable Homes Level 3, Lifetimes	

	Aims	Service Area	Target Date	Expected Outcomes	Update
				Homes, Building for Healthy Life 12 and Secured by Design	
4	Refurbishment/regeneration to existing Council Housing Stock	Property Services & Housing Repairs	Ongoing	<p>Continue with refurbishment/regeneration schemes to Council owned stock including;</p> <ul style="list-style-type: none"> • Electrical works – April 2020 to March 2024 – upgrades to approximately 900 properties. • Efficiency East Midlands (EEM) Framework – New windows and doors • Replacement Kitchens • Bolsover Safe and Warm Scheme • Re-roofing programme • External Wall Installation (EWI) scheme 	

	Aims	Service Area	Target Date	Expected Outcomes	Update
			TBC Ongoing	Group accommodation improvement programme to Ashbourne Court and Parkfields. Continue to seek funding opportunities for future refurbishment	
5	Making best use of the Council's Housing Stock	Housing Management and Enforcement		Review the Allocations Policy	
6	Deliver affordable housing	Housing Strategy	Ongoing	Work with partners to deliver an average of 20 units of affordable housing	55 units (2020 -2021)
7	Private Sector (Stock Condition Survey)	Housing Strategy	2023	Develop a Private Sector Strategy and Action Plan to deliver the recommendations identified in the Private Sector Stock Condition Survey	Not started

	Aims	Service Area	Target Date	Expected Outcomes	Update
8	Work with private sector to deliver affordable private rented homes	Housing Strategy	Ongoing	Seek opportunities to provide good quality private rented homes, including from empty properties.	Action Housing to bring Empty properties back into use. Old co-op, whitwell completed converted into 5 apartments for affordable rent In the process of acquiring a flat in whitwell been empty for approx 25 years (1 apartment)
9	Promote a healthy private rented sector - hold annual landlord events	Housing Strategy	Ongoing	3 events to be held per year	Held 3 LL webinars

	Aims	Service Area	Target Date	Expected Outcomes	Update
					<p>focusing on current topics.</p> <p>LL in person Event to be held in October 2022</p>
Key Priority 2 – Enabling Housing Growth					
1	Regeneration	Housing Strategy	Ongoing	The Housing Strategy Strengthen housing links to the Town Centre Regeneration programmes by building the right property types and tenure to meet local housing need	<p>Housing need is given to developers as requested and is an ongoing process.</p> <p>Also part of planning process through planning consultations.</p>

	Aims	Service Area	Target Date	Expected Outcomes	Update
2	Partnership working to enable housing growth	Property Services & Housing Repairs Housing Strategy	Ongoing TBC Ongoing	Continue to identify potential sites for delivery through the JV Dragonfly homes to develop 2 and 3-bedroom properties at Castle Fields. Continue to work with private developers to increase housing growth in the district and gain more affordable properties	Continued working with RP's/ Private developers to request affordable housing on development sites.
3	Bringing Empty Properties Back into Use (private sector)	Housing Strategy	2021	Develop an Empty Properties Strategy Officers from Housing Strategy, environmental Health, Legal and other internal/external agencies have established a	Complete 7 empty properties have been or in the process of being

	Aims	Service Area	Target Date	Expected Outcomes	Update
				working group to improve the Westlea area of Clowne, including bringing empty properties back into use.	brought back into use
4	Support Gypsy and Travellers	Housing Strategy	2022	Contribute to the Joint Gypsy and Traveller Accommodation Assessment being developed for Derby, Derbyshire, Peak District National Park Authority and East Staffordshire to assess need.	Draft assessment developed but not for public consultation as yet
Key Priority 3 – Supporting Vulnerable and Disadvantaged People					
1	Prevent and Relief Homelessness	Housing Management and Enforcement	2022	Contribute to the development of the Derbyshire and Staffordshire Moorlands Homelessness & Rough	

	Aims	Service Area	Target Date	Expected Outcomes	Update
			Ongoing	Sleeping Strategy 2022-2027	
			Ongoing	Attend the Health and Housing Systems Group meeting for Local Authorities – Homeless agenda is priority for the group Seek and secure any funding opportunities to prevent/relief homelessness	
2	Enable Supported Housing/Housing with Care for Older People, people with Physical Disability/Mental ill health/Domestic Violence/Complex Needs	Housing Strategy	Ongoing	Negotiation of supported housing units within affordable housing developments. Work in partnership with Derbyshire County Council (DCC), housing and care providers, private developers to help	Meetings held with DCC to discuss opportunities in the district.

	Aims	Service Area	Target Date	Expected Outcomes	Update
				<p>increase suitable accommodation to meet the districts housing and care needs.</p> <p>Work with DCC to review their Strategies</p>	Strategies are currently being reviewed and meetings are being held to contribute to the strategies.
3	Older People's Careline	Housing Management and Enforcement	Ongoing	The service has the capacity to grow - Market and promote the service to increase the customers who use the service - cross tenure use.	
4	Support Care Leavers		2021	Sign up to the Derbyshire wide Care Leavers Offer and apply actions to Allocations Policy.	Completed

	Aims	Service Area	Target Date	Expected Outcomes	Update
				<ul style="list-style-type: none"> Care leavers across Derbyshire have priority housing No Local connection to District required if from Derbyshire. 	
5	Disabled Facilities Grant /Home	Housing Management and Enforcement Environmental Health	2022 Ongoing	Review the Adaptations Policy for Council Homes. Continue to implement the DFG's for private homes	Draft adaptations policy completed
6	Improvements/Energy Efficiency Warm Home Fund	Property Services & Housing Repairs	Ongoing	Continued work on properties using the Warm Home Fund - to fit new gas connections to homes on solid fuel heating systems and have also used this funding to fit new boilers.	

Bolsover District Council

**Meeting of the Customer Services Scrutiny
Committee on 21st March 2022**

**Tenancy Agreement
Report of Victoria Dawson, Assistant Director Housing Management and
Enforcement**

Classification	This report is Public
Report By	Victoria Dawson, Assistant Director Housing Management and Enforcement , 01246 242231
Contact Officer	Victoria Dawson, Assistant Director Housing Management and Enforcement , 01246 242231

PURPOSE/SUMMARY OF REPORT

The purpose of this report is for the Customer Services Scrutiny Committee to consider and feedback on the draft tenancy agreement. The Committees comments will be considered as part of the formal consultation of the draft agreement.

REPORT DETAILS

1. Background

- 1.1 The tenancy agreement is the document that defines and governs the contractual relationship between landlord and tenant. It contains the rights and obligations of both parties, which reflect statutory requirements imposed upon the landlord by the Housing Act 1985 and contractual requirements imposed through the agreement itself.
- 1.2 The purpose of the tenancy agreement is to set out clearly each party's rights and responsibilities and provides the basis for either landlord or tenant to enforce non-performance of any obligation or refusal of the exercising of any right.
- 1.3 Apart from setting out clearly statutory rights and responsibilities, the tenancy agreement also has to fulfil other conditions, notably the requirements of the Unfair Contract Terms Act 1977.
- 1.4 The Council's existing tenancy agreement is more than a decade old. It is considered good practice for landlords to revise their tenancy agreements on a regular basis. Changes in legislation, regulation and accepted good practice are also reasons why tenancy agreements should be revised.

2. Details of Proposal or Information

- 2.1 The existing tenancy agreement is attached as Appendix 1; and the draft new tenancy agreement is attached as Appendix 2. The changes proposed are summarised below and in the attached summary documents at Appendix 3.
- 2.2 The existing tenancy agreement is split into 3 sections, The Terms, the Tenant's rights and obligations and the Landlord's obligations and rights.
- 2.3 The new tenancy agreement is divided into **nine** very clear and distinct sections focusing on landlord's and tenant's rights and obligations, with a welcome page.

Section 1: Definitions - an explanation of words used in the agreement

Section 2: Your Tenancy – captures commencement date and all applicable charges as well as tenants and household members, and property details.

Section 3: Paying your rent

Section 4: Using your property

Section 5: Repairs and Maintenance

Section 6: Nuisance and Anti-Social Behaviour

Section 7: Moving home or Ending the tenancy;

Section 8: Notices

Section 9: Signature and declaration

- 2.4 The overall structure and format changes are designed to make the agreement easier for the tenant to read and find key information. Within each section every paragraph is individually numbered so as to provide an easy method of referencing and cross-referencing.
- 2.5 The new draft agreement also reflects current legislation and removes some points within the existing agreement that are either now out of date or inappropriate.
- 2.6 The changes fall into two broad categories additional clauses that do not have any equivalent in the existing Agreement or existing clauses re-written, clarified, expanded upon and/or strengthened to support enforcement action.

3. Reasons for Recommendation

- 3.1 The new tenancy agreement sets out the required information more clearly and logically for tenants. It protects the tenant's right to quiet enjoyment of their homes.
- 3.2 It addresses deficiencies in the existing agreement as a result of a number of legislative changes and updates both Council rights and obligations as a landlord, as well as the tenants' rights.
- 3.3 This agreement strengthens our ability to enforce conditions of tenancy against those who wilfully and/or persistently fail to abide by them.

4 **Alternative Options and Reasons for Rejection**

- 4.1 To do nothing and to continue to operate using the existing, outdated tenancy agreement would mean that the Council will not have a modern, easily understandable, fit for purpose, tenancy agreement in place.

RECOMMENDATION(S)

1. That Members review the attached draft new tenancy agreement and provide comments for consideration as part of the formal consultation.

Approved by the Portfolio Holder - Cllr Peake, Executive Member for Housing

IMPLICATIONS:

Finance and Risk: Yes ☐ No ☒

Details:

All costs incurred will be met from within existing HRA Budgets.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

As set out in the report.

On behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

There are no staffing implications contained within the report

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? 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: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> Please indicate which threshold applies	No
Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i>	No

District Wards Significantly Affected	No
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input checked="" type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Details:

Links to Council Ambition: Customers, Economy and Environment.
Customer Services – increasing customer satisfaction with our services, providing good quality housing where people chose to live

DOCUMENT INFORMATION	
Appendix No	Title
1	Current Tenancy Agreement
2	Draft Tenancy Agreement
3	Summary of Change document

Background Papers
<i>(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 Executive you must provide copies of the background papers).</i>

CURRENT 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'.

CURRENT TENANCY 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.

CURRENT TENANCY AGREEMENT

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 Councils prior written permission.
- 5.2 You must not make any alterations, additions, or installations to the property without the Councils prior written permission.
- 5.3 You must not undertake any permanent decorative finish to the property without the Councils 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.

CURRENT TENANCY AGREEMENT

- 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 person's 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 person's 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。

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 ترجمہ - کریں رابطہ سے ہم پر نمبر گئے

Other Equalities information is available on our web site www.bolsover.gov.uk or by email from equalities.officer@bolsover.gov.uk

Minicom:01246 242450 Fax:01246 242423

Tel: 01246 593064

DRAFT NEW TENANCY AGREEMENT

Tenancy Ref. No.

WELCOME NOTES

Your landlord is Bolsover District Council “the Council”. We would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a Council tenant.

This tenancy agreement sets out important information about your rights and responsibilities. It also tells you what the council’s responsibilities are to you. When you sign this agreement it forms a legal agreement between you and the Council.

Please read this document carefully, or have someone read it to you, before you sign. If there is anything you do not understand please contact the Housing Management Team who will be happy to help. We can be contacted on (INSERT NUMBER) or via email (INSERT EMAIL ADDRESS).

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. You are both jointly and individually responsible for all the conditions in this agreement.

If at any time you believe that you will not be able to comply with any aspect of this tenancy agreement please contact the housing management team straight away who will be glad to offer advice and support.

If you do breach any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your Property. Before we take action you will be given the opportunity to discuss the matter with your Tenancy Management Officer. You will also be given the opportunity to correct the situation. Legal action may be taken in other circumstances for example if you stop using the Property as your home or if you gave false information when you filled out your application form.

You are responsible for informing us of any changes in your circumstances during the course of your tenancy, such as if you purchase a Property, gain a financial interest in a Property, or you gain or lose a household member. You must notify us about any new household member that comes to live with you, so that they can be added to your tenancy records as residing at your Property.

The Council will consult with tenants where you are likely to be substantially affected by proposed changes (other than rents and other charges)

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2. Your tenancy
3. Paying your rent
4. Using your Property
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7. Moving or Ending your tenancy
8. Notices
9. Signature and Declaration

1. Definitions

Alterations – changes or additions to your home. This includes but is not limited to changing internal or external doors, replacing windows, fitting new kitchens or bathrooms, erecting garages, sheds, laying driveways or concrete, removing boundaries.

Approved Hardstanding – An area for parking vehicles within the Property (such as a car port or driveway) which has been granted prior approval by the Council and which is reached by via a properly installed dropped kerb with any necessary highways and planning permission.

Assignment – legally transferring your tenancy, and the rights and obligations that go along with it, to someone else.

Communal areas –include internal areas such as hallways, stairs and entranceways and outside areas such as communal gardens, bin storage, pathways and car parks which are for the shared use of more than one Property.

Communal Gardens – shared garden areas that are for the use of all tenants of a block of flats or a group of properties.

Heating charge – the part of your rent (if any) that covers charges for heating provided by the Council. Not everyone will have a heating charge.

Joint tenancy/ tenant – a joint tenancy occurs when more than one person signs up to and is named on the tenancy agreement. Both tenants are responsible for paying rent and complying with the tenancy agreement. If you are a joint tenant and there are rent arrears on your account the full amount can be claimed from either tenant. If one joint tenant serves notice to quit the tenancy will end for all tenants.

Motor vehicle – includes cars, vans, motorbikes and any other powered vehicles including those with an electric engines.

Notice of Seeking Possession – a formal notice served on you by the Council as a first step to end your tenancy if you have not complied with this agreement.

Notice to Quit – a formal notice to end your tenancy. It must comply with the legal requirements for a notice to quit and be given to the landlord.

Property – your home including any outside areas that are for your sole use.

Rent – the total charge due for living in the Property as set out at paragraph 2.2

Service charge – the part of your rent that covers charges for services or facilities that you benefit from. This charge is often made to tenants who benefit from common or shared facilities that require maintenance such as communal gardens, entrance ways or lifts. The Council has a service charge policy which sets out the basis of the charge in detail. Not everyone will have a service charge.

Succession – the process by which someone legally takes on the tenancy of a deceased family member.

The/ your Property – the house/ flat or bungalow you are renting as described at paragraph 2.5 of this agreement.

We/ us/ the Landlord/ the Council – refers to Bolsover District Council and anyone acting on its behalf.

You/ the tenant – if you are a joint tenant 'you' or 'the tenant' refers to both tenants together and individually. Where appropriate it also covers people you are responsible for such as family members and visitors.

2. Your Tenancy

2.1 The tenancy commences on _ day of ____ Two Thousand and _____. The first period of this tenancy will be from *(insert date of commencement of tenancy as above)* to midnight on the following Sunday namely *(insert date)*. Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the first period, namely *(insert date)*.”

2.2 The Current Weekly rent charges for the Property are:

Rent	£
Service Charge	£
Heating Costs	£
Special Service Charge	£
Support Charge	£
	£
Total	£

2.3 This tenancy agreement is between Bolsover District Council (“the Council”) and the “Tenants”

Name	Date of Birth	National Insurance Number

2.4 Other Household members

Name	Date of Birth	Relationship to Tenant

2.5 The address of the Property is

If there are any gardens attached to the Property which are not communal and/ or any garages within the curtilage of the Property these are included in the tenancy and you are responsible for the maintenance of them

2.6 Type and size of Property

House/Bungalow/Flat/ILS

Number of bedrooms

Garden YES

NO

Position :

Front

Side

Rear

3. Paying your rent

- 3.1 You must pay your rent and any other charges in full every week. You must pay your rent in advance and not in arrears. Payment of rent for the first period of this tenancy will be £_____. After the first period you must pay rent in advance on or before the Monday of each week, this will be £_____.
- 3.2 Your rent may be increased or decreased from time to time. You will be advised in writing at least 4 weeks before any rent change. This is called a Notice of Variation, the notice will also tell you of the right to end the tenancy if you do not accept the new rent level.

4. Using Your Property

Occupying your Property

- 4.1 You must occupy the Property as your sole or principle home.
- 4.2 If you will be away from your home for more than twenty-eight days you must inform us so that we know the Property has not been abandoned. You must provide contact details so that you can be contacted while you are away from the Property and inform the Council of any persons residing in your Property while you are away who are not listed in your tenancy agreement. You must provide an intended date of return. If you are absent from your home for more than 28 days without telling us action may be taken to end this Agreement.

- 4.3 You must let us know who is living with you, their details and their relationship to you. You must update the Council when anyone listed in your tenancy agreement leaves the Property or if someone new moves in or a child is born.
- 4.4 You must comply with any Council Policies relevant to your tenancy.

Subletting

- 4.5 You must not sublet, even temporarily, the whole or part of the Property. You will immediately lose your secure tenancy and we will take action to repossess the Property and/or prosecute you. The prevention of Social Housing Fraud Act 2013 criminalises the unauthorised subletting of your home and you could be liable.

Lodgers

- 4.6 You can take in lodgers as long as your Property is not considered to be overcrowded and you have obtained written permission from the Council, to be renewed annually. A lodger is someone who lives in your home but was not part of your household when you first moved in. They do not have exclusive rights to any part of your home.
- 4.7 You will be responsible for the behaviour of any lodger who lives in the Property.

Running a business, working or trading from the Property

- 4.8 You must get our permission before you or any other person begin running a business, working or trading from the Property. We will not refuse permission unreasonably.
- 4.9 We will not allow the following businesses to be run or operated from the Property:
- a) Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
 - b) Shops or wholesale businesses where customers would have to visit the Property.
 - c) Any business or trade likely to cause nuisance or annoyance to other people or damage the Property, our land or communal areas.
 - d) Any business or trade which involves using the Property or locality for any illegal or immoral purpose.
 - e) Any business or trade using controlled substances such as chemicals.
- 4.10 If the Council do give you permission you must also have and maintain any necessary insurance, legal permissions including planning permission and an appropriate level of public liability insurance.
- 4.11 If any business, trade or work at the Property breaches any conditions of this

agreement we will withdraw our permission. If we do this it must stop operating.

4.12 You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:

- a) Any communal areas in our blocks of flats or maisonettes.
- b) Any of our garage blocks.
- c) Any land in the locality of the Property (e.g. parking or grassed areas).

4.13 You must not display any advertisement, sign or notice for your business without the prior written consent of the Council.

Condition of the Property

4.14 You must keep the Property

- a) In good condition, clean, tidy and in good decorative order.
- b) Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c) Free from pests or vermin and not encourage their presence.

4.15 You are responsible for decorating the inside of the Property.

4.16 You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the Property or any provided fixtures and fittings.

4.17 You must not paint the outside of the Property.

4.18 You will have to pay for any repair or replacement arising from any damage to your Property or any Council Property caused by you or people living in or visiting your Property. Your responsibilities are set out in the Rechargeable Recharge Policy.

4.19 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.

Communal areas

4.20 You must keep the communal areas clean and tidy and free of personal belongings.

4.21 You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.

4.22 You must not tamper with, obstruct and/or create tripping or fire hazards or permit anyone to, damage, disable, dirty, deface or graffiti on anything of the Council, including equipment, in the communal areas and communal gardens. This

includes:

- a) Door entry or emergency alarm equipment
 - b) Lifts including the lift doors, machinery and control panels
 - c) Firefighting and detection equipment and installations
 - d) Gas, electricity and water supplies or meters
 - e) Glass in panels and windows
 - f) Sheds and storage areas
 - g) Sprinkler systems
 - h) Fire doors, fire equipment and fire escape routes
- 4.23 You must not use communal gardens for hot tubs, paddling pools, ponds, trampolines, sheds or similar.
- 4.24 You must not keep or charge a mobility scooter/s in the communal areas or communal gardens.

Safety

- 4.25 You must not tamper or interfere with equipment for the supply of services e.g. gas and electricity or other security or safety equipment.
- 4.26 You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the Property:
- a) Door entry or emergency alarm equipment.
 - b) Smoke or heat detectors.
 - c) Gas, electricity or water supplies or meters
 - d) Fire doors.
- 4.27 In flats and properties with shared facilities communal doors should not be jammed open.
- 4.28 You must not keep or use bottled gas, paraffin, petrol or any other dangerous or noxious material in your Property or in communal areas other than in small quantities necessary for normal domestic use.
- 4.29 You must not use or store dangerous, explosive or inflammable materials or substances in the Property, communal areas, or sheds and storage areas in blocks of flats.
- 4.30 You must not use portable oil, paraffin, gas cylinders/bottle cookers or heaters in the Property.

- 4.31 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.
- 4.32 You should only burn recognised and approved fuel for your heating appliance.
- 4.33 You must test smoke alarms and carbon monoxide (CO) testers and report any malfunction of safety equipment immediately.
- 4.34 You must not burn anything or have open flames within your Property.

Gardens and Boundaries

- 4.35 You must make sure that your garden:
 - a) is tidy with any hard surfaces kept clean.
 - b) Free from vermin and pests
 - c) Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.
 - d) Free from dog faeces.
- 4.36 Lawns must be cut and hedges trimmed to a manageable level. Shrubs must not be more than 2m high. 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.
- 4.37 You must not cut down or remove any established tree on your Property without the Council's prior written permission, and you must seek permission from the Council prior to planting any new trees.
- 4.38 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.
- 4.39 You must get permission for any alteration or improvement to your home or in your garden before you undertake this work. Permission will be considered in line with the Council's Tenant's Alteration and Improvement Policy.
- 4.40 We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission, building regulation approval and where appropriate, Gas Safe and Accredited Electrical Certification and in some instances party wall permission).
- 4.41 The boundary of the Property is determined by the Council. Our decision is final in the event of any dispute regarding our land or its boundaries.
- 4.42 You must not erect barriers and/or gates across shared access paths or walkways.
- 4.43 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 work from you. You are responsible for maintaining any fences, boundaries and gates that are not adjacent to a public highway.

4.44 You must not burn waste in your garden or have bonfires.

4.45 You may not install a pond in your garden.

Pets and Animals

4.46 You may keep one dog and/ or cat at the Property so long as the Property is not one that is accessed by a communal door e.g. flats. Where the Property is accessed via a communal door, or where you wish to keep anything other than one cat and/ or dog or a permitted animal listed in 4.47 below (collectively called "Family Pets"), written permission must be sought from the Council prior to the animal being brought in to the Property.

4.47 You may keep Family Pets in your home subject to the conditions within this section. A Family Pet is considered to be a dog, cat, small caged animal or bird. You may also keep any small amphibians, fish insects or reptiles, as long as they are kept only in a purpose designed tank or container.

4.48 You must not keep pigeons or chickens at your Property without permission.

4.49 You must not keep excessive numbers of small animals in your Property and you must ensure that appropriate animal welfare standards are met. Where Family Pets are being kept in unsuitable conditions, or where they are causing nuisance and annoyance to others, the Council reserves the right to revoke permission for you to keep them in the Property.

4.50 You must keep any Family Pets under control at all times and not permit them to damage the Property or any other Council Property or to cause any nuisance or annoyance to anyone else. You will be recharged for the costs of repairing any damage caused by your Family Pets or animals belonging to visitors to your Property.

4.51 If you keep a dog at the Property you must ensure that any outside space is kept clean of faeces and you must not allow them to foul any common areas.

4.52 You must ensure that no 'Family Pets' or animal kept at the Property prevents an employee, contractor or agent of the Council gaining access to the front door of the Property.

- 4.53 You should not erect any structure for the housing of livestock, birds or animals without the Council's prior written consent.

Vehicles and Parking

- 4.54 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on the Property except on an Approved Hardstanding.
- 4.55 You must not park or leave any motor vehicle, trailer, caravan or boat on grass verges, communal grassed areas, gardens or any Council land used for amenity purposes.
- 4.56 The parking of vehicles by you must not in any way obstruct access to another Property, service road, or prevent access for emergency vehicles.
- 4.57 Vehicles other than residents' daily use cars or personal vans may only be parked on a private drive or within the Property boundary where previously approved in writing by the Council and in such a way that they do not cause a nuisance to neighbours, road users or pedestrians.
- 4.58 You must only access your Property with a Motor Vehicle via a properly installed dropped kerb.

5. Repairs and Maintenance

- 5.1 You must notify the Council immediately if any repairs are required at the Property which are the Council's responsibility.
- 5.2 You are responsible for the repair, replacement and renewal of anything that does not form part of the structure or exterior of the Property and which is not an installation for the supply of water, gas and electricity, sanitation or space and water heating including (but not limited to) the following items:
- a) the internal decoration or your Property.
 - b) plugs to sinks, baths and wash hand basins and replacing toilet seats;
 - c) plugs for electrical appliances;
 - d) replacement light bulbs and tubes;
 - e) replacement of fuses or resetting trip switches;
 - f) keys;
 - g) batteries for appliances;
 - h) adjustments to central heating clocks;
 - i) clearing blocked wastes to sinks, wash hand basins and baths and external gullies;

- j) replacement of cracked or broken glass;
 - k) fences and gates unless adjacent to the public highway;
 - l) cooking facilities;
 - m) sweeping of chimneys;
 - n) draining down water systems during periods of absence in the winter months;
 - o) paths, other than those that serve the front and rear entrance to the Property.
- 53 You must pay the whole cost of any works or repair arising from any damage to the Property caused by you or anyone living in or visiting the Property.
- 54 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.
- 55 The Council will 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 (this may be subject to a service charge);
 - c) the fitting for the supply of water, gas and electricity;
 - d) bathroom and toilet fittings (excluding toilet seats);
 - e) room heating systems;
 - f) water heating systems.
- 56 You must allow the Council and/ or its contractors and/or agents access to your Property on 72 hours' written notice for the purposes of carrying out a Property inspection; inspecting for repairs, carrying out repairs, servicing equipment and/ or for any other reasonable housing management purpose.
- 57 The Council reserves the right to enter the Property without notice in cases of emergency, and to carry out urgent repairs, where to fail to do so would lead to Property damage or where there is a risk to your health and safety or the health and safety of others. The Council will attempt to contact you prior to obtaining emergency access.
- 58 The Council reserves the right to enter on to your Property 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.
- 59 The Council reserves 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.

- 5.10 The Council reserves the right to erect scaffolding at the Property for the purpose of carrying out works at the Property or any other.

Alterations and Additions

- 5.11 Alterations, additions or installations to the Property must only be carried out with the Council's prior written permission and in accordance with the Tenant Improvement Policy.
- 5.12 You must not erect any shed, garage, greenhouse or similar structure without the Council's prior written permission.
- 5.13 You must not undertake any permanent decorative finish (such as wood cladding, render or tiling) to the interior or exterior of the Property without the Council's prior written permission.
- 5.14 You must not install any security system or CCTV without permission and you must comply with relevant legislation.

6. Nuisance and Anti-social behaviour

- 6.1 You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.
- 6.2 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, and, friends or visitors to your home. You will also be held responsible if you incite, instruct, allow or encourage anyone to act for you.
- 6.3 You must make sure that you, your family, any other people living at your home, friends or visitors to your home do not:
- a) Cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone within Bolsover District, including people in the locality of your Property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).
 - b) Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone within Bolsover

District including people in the locality of your Property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.

- c) Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.
- d) Be violent or abusive either physically or emotionally towards anyone else in the locality.
- e) Make threats, harass, be violent or abusive towards any Council employee, any contractor or anyone working on our behalf, any consultant or Councillor by any means either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter) or any other electronic messaging service. This includes when you telephone or visit any Council office or office of Bolsover District Council, if you are visited at your home, or in any other situation.
- f) Use your home or neighbourhood for any activity which is unlawful including, but not limited to drug dealing, drug production, use of illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and or conviction of a criminal offence.
- g) Engage in any form of domestic abuse, including but not limited to coercive or controlling behaviour, physical, sexual, financial or emotional abuse. Such behaviour is unacceptable and will not be tolerated regardless of gender or sexuality.

Drugs, knives and other serious incidents

- 64 Neither you nor anyone residing in or visiting your home may do any of the following when in your home or in the neighbourhood:
- a) possess, use, store, keep, or produce drugs
 - b) supply or offer to supply drugs to another person
 - c) possess drugs with the intention of supplying them to another person
 - d) possess, use, store, or keep knives or other weapons, other than for domestic use
 - e) possess knives, implements or other weapons with the intention of supplying them to another person, other than for domestic use.
- 65 We will always consider applying for possession of your home (which would end your tenancy) if there is a breach of any part of this condition, and/or if you or a person residing in or visiting your home:
- a) is convicted of an offence of carrying an article with a blade or a point or an offensive weapon in a public place without lawful authority or reasonable excuse in the locality of your home

- b) is convicted of an offence of unlawfully and intentionally threatening another person with an offensive weapon or bladed article in a public place in the locality of your home
 - c) is convicted of any firearms offence or imitation firearms offence
 - d) is convicted of an offence of perverting the course of justice
 - e) do not co-operate with the police without good cause, if you have evidence of drug, gun or knife crime
 - f) commit any offence relating to the Modern Slavery Act 2015
 - g) do not engage in any tenancy related support or referrals for support following any breaches of your tenancy agreement or attend any tenancy related support programmes following any breaches of your tenancy agreement
 - h) is responsible for triggering any of the conditions as set out in Section 84A Housing Act 1985, enabling possession to be sought (Absolute Ground for possession).
 - i) Possession proceedings will be issued using an appropriate legal route and in all cases, you should seek independent legal advice.
- 6.6 You must inform the Council if you have a firearms licence and are keeping a registered firearm at the Property.

7. Moving Home or Ending Your Tenancy

Assignment

- 7.1 Assignments may only take place in limited circumstances set out by law:
- a) By mutual exchange – providing you have obtained written permission from the Council prior to the mutual exchange, and the person with who you are exchanging has also obtained written permission from their landlord. If you do not have our written consent this is an unauthorised assignment. We may take court proceedings against you.
 - b) Under certain court orders made under family law or civil partnership law.
 - c) To a person entitled to succeed to the tenancy provided that you have obtained written permission from the Council which will not be unreasonably withheld.
- 7.2 You must provide reasons why you would like the assignment to take place. Each assignment will be considered on a case by case basis and must not be carried out until approval has been obtained.
- 7.3 Certain tenancy changes will also be considered for secure tenants, such as a new joint tenancy being created with a person that would be capable of succeeding to your tenancy. Each request will be considered on a case by case

basis.

Succession

- 7.4 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 their successor and there will be no further right to succeed because succession can only happen once.
- 7.5 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.

Giving Notice to end your tenancy

- 7.6 You must give the Council four full weeks' notice in writing to terminate this agreement.
- 7.7 You must return all keys to the Council on or before 10am on the date agreed by the Council that this Agreement ends.
- 7.8 You must give vacant possession of the Property.
- 7.9 Fixtures installed by the Tenant(s) with prior consent of the Council will become the Property of the Council. Unauthorised installations must be removed by the time this Agreement ends, a failure to do so will lead to the Council removing and recharging the Tenant in accordance with the Rechargeable Repairs Policy.
- 7.10 You 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.
- 7.11 You 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 in accordance with the Rechargeable Repairs Policy.
- 7.12 Should it be necessary for the Council to do any work at the Property for clearance, cleaning or repairs then the Council reserves the right to charge the Tenant in accordance with the Rechargeable Repairs Policy.

Termination by the Council

- 7.13 The Council reserves the right to seek to recover possession on the grounds set out in Schedule 2 of the Housing Act 1985 (as amended) for any breach of the tenancy after first giving the Tenant(s) Notice of its intention to apply to the Court for an order seeking possession of the Property.
- 7.14 The Council reserves the right to recover possession on the absolute ground for possession set out in section 84(A) Housing Act 1985 after giving the appropriate notice.

8. Notices

- 8.1 Notices to the tenant will be served at the Property address.
- 8.2 Notice to the Council should be served on Bolsover District Council by sending or delivering to Bolsover District Council, The Arc, High Street, Clowne, S43 4JY
- 8.3 Where notice is posted by first class post it will be deemed received 48 hours after posting.
- 8.4 Where notice is hand delivered to either address above before 4pm it will be received on that day.

9. Signature/declaration

9.1 By signing this tenancy agreement you confirm that you have read and understand the terms of this agreement. You are entering into a legal contract with the Council and agree to abide with the terms of the tenancy, and to accept that you are responsible for all breaches even if that were committed by someone else living with you, your children or visitors.

9.2 Tenants signature

Name of First or Sole Tenant	
Signature	
Date	

Name of Second and Joint Tenant	
Signature	
Date	

9.3 Signed on behalf of the Landlord, Bolsover District Council

Name of officer signing on behalf of Council	
Position	
Signature	
Date	

TO BE INSERTED – BOLSOVER COUNCIL PRIVACY STATEMENT

TO BE INSERTED – BOLSOVER COUNCIL EQUALITY POLICY STATEMENT

Theme	Section in Tenancy Agreement		Proposed Change	Reason for change
	Current TA	Draft TA		
Welcome Pages	Not present	Page 1	The current TA starts with an explanation it is a legal contract and has a signature page. The proposal is to have a welcome page to introduce the tenant to BDC and provide key contact details	This change is to encourage regular contact with the housing management team.
Signature	Page 1	Section 9	Tenants currently sign the TA on the front page, we propose to move this to the end of the document, with specific clarification they have read and understood the terms.	By having the signature block at the end of the tenancy, new tenants need to check the whole document before signing as is good practice elsewhere.
Definitions	Not present	Page 2	There are no defined terms within the current TA. The proposal is to have a definition page to explain some key words used within the TA	This is seen as good practice and adds clarity to the Tenant.
Tenancy Start Dates	Page 3 -	2.1	Currently tenancies always start on a Monday. We propose that tenancies start on other days of the week.	This means tenants can move in any day of the week, which makes it more flexible for them and ensures the Council does not lose any days of rental income
Weekly charges	Page 2 - no 2	2.2	At present the TA refers to a total weekly rent inclusive of charges, we would like to insert a table which allows for a breakdown of all applicable charges	This will allow for greater clarity of charges for tenants.
Property details	Page 1	2.4, 2.6	At the start of the TA there is the address, tenant details and start date. We are proposing to include property type, size, and add "if there are any gardens attached to the property and they are not communal these are included as part of the tenancy."	This section strengthens the wording to ensure that gardens are included as part of the tenancy and highlights the requirements to look after them. This supports enforcement action when tenants do not look after their gardens.
The terms	Page 2	Moved to within main body of TA	General terms regarding the termination and notice requirements are at the beginning of the tenancy, we propose moving this into relevant subheadings	This allows the document to flow naturally.
Subletting	Page 4 – 1.2	4.5, 4.6	Tenants are told they are not allowed to sublet the whole of their property. The law has been updated and the proposal is to include reference to the criminal penalties for subletting.	The Housing Fraud Act 2013 criminalising subletting and tenants can face criminal prosecution if they sublet their home.
Lodgers	Not present	4.7	The new TA does allow for lodgers where permission is obtained, the suggestion is that this is requested annually.	Changes in Benefit rules mean that where a tenant is under occupying they

				may be liable for “bedroom tax” this is when the amount of HB or UC is reduced for each spare room. More tenants are struggling to remain in their home, and this would allow that to happen.
Trade or business in the property	Page 4 – 1.1	4.9 – 4.14	Current TA has a blanket ban on running a business in the property. The new TA proposes to allow for this, but permission must be obtained, the activity cannot cause ASB or excessive visitors, and any relevant planning permissions, legal permissions and insurance must be obtained.	Trade or business in the property has become more prevalent over the pandemic and to allow this in a controlled and measured way allows tenants to earn an income.
Communal Areas	Page 5 – 3.2	4.22, 4.25	The new TA explicitly states the communal areas and fire exits must be kept clear of anything likely to cause an obstacle to anyone, mobility scooters must not be stored or charged in the communal areas.	This is key to ensure safe and clear access to escape routes and to reinforce health & safety requirements, fire regulations and how communal areas are used.
Health & Safety Consideration	Page 5 – 3.1	4.25, 4.26, 4.27, 4.29	<p>The current TA gives a list of items tenants must not tamper or interfere with in their own property and communal areas. We propose to add the following items to the list; Door entry and emergency alarm equipment, smoke/heater detectors, fire doors, gas/electricity/water supplies and meters. We also propose that all communal areas are free from obstruction, and specific prohibition on mobility scooter being in stored in a communal areas or communal gardens.</p> <p>In addition there is a proposed new requirement that smoke alarms and Carbon monoxide alarms should be tested and any malfunctions reported immediately</p>	To reinforce health & safety requirements, fire regulations and how communal areas are used.
Use of gardens	Page 5 – 4.1	4.36, 4.37	The current TA says that gardens must be tidy, lawns cut and hedges trimmed, we would like to ask that they are kept free from vermin and pests, from accumulated rubbish, furniture and scrap metal, as well as dog faeces.	This reworded section makes it clearer what tenants responsibilities are in relation to their gardens and supports enforcement action
Fences, hedges and boundaries	Not present	2.5, 4.43, 4.44	In the current TA, there is no specific statement that the tenant is responsible for maintaining the fence, hedge and boundary on their property. We propose to add this to the tenancy. In addition the new TA prohibits barriers or gates to be erected over shared access paths and that the Council’s decision is final in any boundary dispute.	This highlights and reinforces the tenant’s responsibility for this and provides for greater enforcement action by the Council over boundary disputes.

Pets	Page 6 – term 7	4.47 – 4.55	Current TA allows for 1 dog and/or a cat without needing permission. Anything more needs written consent and where the accommodation is a sheltered flat, a tenant may take a pet with them but this cannot be replaced. The term has been rewritten to mean a tenant must seek permission to have a dog/cat or other “family pet” where the property is accessed by a communal door and if they want to have more than 1. There is also express reference to not keeping excessive numbers and causing nuisance and annoyance to others or keeping pets in unsuitable conditions	This term clarifies some inconsistency in approach, and allows for greater enforcement where pets cause nuisance and annoyance to neighbours or there are excessive numbers in a property.
Service maintenance	Page 7 – 8.1	5.6	In the current TA we do not specify that tenants must allow us to access for service maintenance. We propose to clarify this by adding that access should be granted for service maintenance purposes	This will reinforce that it's a tenant's responsibility in ensuring we are able to maintain services to and within the property.
Emergency Access	Page 7 – 8.2	5.7	There is a clause which allows the Council to gain access by whatever means necessary. We propose to amend this to specify that this will be in case of an emergency, where there is a risk to the tenants health & safety or that of others	This is to ensure we can keep the property safe and access is gained in genuine emergencies.
Antisocial behaviour	Page 7 – 10.1 – 10.5	6.1 – 6.8	This whole section has been re written to make it clear what we consider to be ASB and to be more fit for purpose	Updated to reflect a number of legislative changes
Assignment	Not present	7.1, 7.2, 7.3	The current TA has no reference to assignment. There is a limited set of circumstance where assignment can legally take place for example mutual exchanges and following relationship breakdowns.	Reflects legal position
Notice	Not present	8.2	In the TA we do not provide details on where a notice may be served to the Council. We propose to add in “ any notice to the Council should be served on Bolsover District Council by sending or delivering to Bolsover District Council, The Arc, High Street, Clowne, S43 4JY	This ensures we are legally compliant and providing additional information to tenants.
Allocations Policy	Page 3 - 9	removed	The existing TA says we will refuse to grant a new TA where there has been failure to comply with the tenancy. The Allocations Policy was amended in 2020 and sets out a number of circumstances when applicants may no longer be eligible as opposed to complete exclusion.	Removing this section means that any future application from a tenant or former tenant is considered in line with the current allocation policy

Bolsover District Council

Meeting of the Customer Services Scrutiny Committee on 21st March 2022

Business Rates Mandatory and Discretionary Rate Relief Policy

Report of the Assistant Director of Finance and Resources

Classification	This report is public
Report By	Assistant Director of Finance and Resources
Contact Officer	Assistant Director of Finance and Resources Theresa Fletcher 01246 242548 theresa.fletcher@bolsover.gov.uk

PURPOSE/SUMMARY OF REPORT

The purpose of the report is for Customer Services Scrutiny Committee to consider and feedback on the revised Business Rates Mandatory and Discretionary Rate Relief Policy attached at **Appendix 1**. The Committee's comments will be considered prior to Executive approval of the policy.

REPORT DETAILS

1. Background

- 1.1 The Council has the power to award business rate relief under Section 44a, Section 47 and Section 49 of the Local Government Finance Act 1988.
- 1.2 The law governing the granting of discretionary rate relief is found in Section 47 of the 1988 Act and subsequent amending legislation and Section 69 of the Localism Act 2011.

2. Details of Proposal or Information

- 2.1 This policy applies to Non-domestic ratepayers within the Bolsover District Council area that are requesting the authority use their discretion to reduce the organisation's Business Rates liability. There are two distinct types of relief.

Mandatory Business Rate Relief

- 2.2 This rate relief is available to:

- Any organisation which is a registered or excepted charity or trustees for a charity and the property is used wholly or mainly for charitable purposes.
 - Community Amateur Sports Clubs (CASC) registered with HMRC.
- 2.3 Mandatory rate relief for these organisations is funded by the government and gives the recipient an 80% reduction in their business rates.
- Discretionary Business Rate Relief**
- 2.4 Billing authorities have the discretion to award discretionary relief in the following circumstances:
- Where the ratepayer is a registered charity or certain other charitable organisation and the property is wholly or mainly for charitable purposes.
 - Where the ratepayer is an organisation which is not established or conducted for profit and whose main objectives are:
 - a) Either - Charitable, Philanthropic or Religious
 - b) Or are concerned with – Education, Social Welfare, Science, Literature or Fine Arts.
- 2.5 Discretionary rate relief of up to 100% may be granted, after taking into consideration all other reliefs an organisation may qualify for. The amount of any award is at the discretion of the Council. The relief is funded 50% by the government; 40% by the Council; 9% by the County and 1% by the Fire and Rescue Service (being the percentages applicable to share out the business rates income from the collection fund).
- 2.6 For charities and CASC's that are eligible for the 80% mandatory relief, the Council has powers to award discretionary rate relief as a 'top-up' of up to 20%.
- 2.7 Within the policy is described the application, decision making and appeals process for Mandatory and Discretionary Relief. Guidance is also given on Partial Occupation Relief and Hardship Relief which are both forms of discretionary relief. Rural Rate Relief is also included which can have both a discretionary and mandatory element.

3. Reasons for Recommendation

- 3.1 The Business Rates Mandatory and Discretionary Rate Relief Policy has been updated to take account of all legislative and operational changes to ensure it remains fit for purpose.

4 Alternative Options and Reasons for Rejection

- 4.1 No alternatives found – the Council is required to have a Business Rates Mandatory and Discretionary Rate Relief Policy to operate the schemes.
-

RECOMMENDATION(S)

1. That Members review the attached Business Rates Mandatory and Discretionary Rate Relief Policy at **Appendix 1** and provide comments for consideration as part of the development of the Policy in advance of formal Executive approval and implementation.

Approved by the Portfolio Holder - Cllr Clive Moesby, Executive Member for Finance

IMPLICATIONS:

Finance and Risk: Yes ☐ No ☒

Details:

The financial issues are covered within the attached document and throughout the report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

Legal issues are covered within the attached document.

There are no legal or data protection issues arising directly from this report.

On behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

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

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? 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: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No

District Wards Significantly Affected	None
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Details: Portfolio Holder for Finance

Links to Council Ambition: Customers, Economy and Environment.

DOCUMENT INFORMATION	
Appendix No	Title
1	Business Rates Mandatory and Discretionary Rate Relief Policy (February 2022)

Background Papers
<i>(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 Executive you must provide copies of the background papers).</i>
None



Business Rates

Mandatory and Discretionary Rate Relief Policy

February 2022



We speak your language

Polish

Mówimy Twoim językiem

Slovak

Rozprávame Vaším jazykom

Chinese

我们会说你的语言

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

CONTROL SHEET FOR Mandatory and Discretionary Rate Relief Policy

Policy Details	Comments / Confirmation (To be updated as the document progresses)
Policy title	Business Rates Mandatory and Discretionary Rate Relief
Current status – i.e. first draft, version 2 or final version	Final draft
Policy author (post title only)	Revenues & Benefits Manager
Location of policy (whilst in development)	
Relevant Cabinet Member (if applicable)	Cllr Moesby
Equality Impact Assessment approval date	
Partnership involvement (if applicable)	
Final policy approval route i.e. Executive/ Council	Customer Service Scrutiny Committee then to Executive
Date policy approved	
Date policy due for review (maximum three years)	
Date policy forwarded to Performance & Communications (to include on Extranet and Internet if applicable to the public)	

1. Introduction

The purpose of the document is to set out the Council's Policy on the awarding of mandatory and discretionary rate relief.

2. Scope of the Policy

The policy applies to Non Domestic ratepayers within the Bolsover District Council area that are requesting the authority use their discretion to reduce the organisation's Non Domestic Rates liability.

Awards of discretionary rate relief can be made to various categories of ratepayer. These include:-

- Charitable organisations
- Community Amateur Sports clubs
- Non-profit making organisations
- Qualifying properties within approved rural settlements
- Occupiers of partly occupied premises
- Organisations suffering severe hardship

3. Principles

This policy relates to the business rate relief that the Council has a power to award under Section 44a, Section 47 and 49 of the Local Government Finance Act 1988.

The law governing the granting of discretionary rate relief is found in Section 47 of the Local Government Finance Act 1988 and subsequent amending legislation and Section 69 of the Localism Act 2011.

The policy will support the delivery of the Council's Ambition under the 'Customer' key objective and the priorities of:

- Increasing customer satisfaction with our services.
- Improving customer contact and removing barriers to accessing information.

4. Policy Statement

4.1 Charities & Other Not for Profit Organisations

Mandatory Business Rate Relief

This rate relief is available to:-

- Any organisation which is a registered or excepted charity or trustees for a charity and the property is used wholly or mainly for charitable purposes.*
- Community Amateur Sports Clubs (CASC) registered with HMRC.

Mandatory rate relief for these organisations is funded by the government and gives a recipient an 80% reduction in their business rates.

*In order for Charity shops to be eligible for this relief all goods must have been donated

Discretionary Rate Relief

Section 47 of the Local Government Finance Act 1998 and subsequent amending legislation and Section 69 of the Localism Act 2011, gives billing authorities the discretion to award discretionary rate relief in the following circumstances:

- Where the ratepayer is a registered charity or certain other charitable organisation and the property is wholly or mainly used for charitable purposes
- Where the ratepayer is an organisation which is not established or conducted for profit and whose main objectives are:

(a) Either,

- Charitable
- Philanthropic
- Religious

(b) Or are concerned with:

- Education
- Social Welfare
- Science
- Literature
- Fine Arts

Discretionary rate relief of up to 100% may be granted, after taking into consideration all other reliefs an organisation may qualify for. The amount of any award is at the discretion of the Council.

For Charities and CASC's that are eligible for the 80% mandatory relief the Council has powers to award discretionary rate relief, as a 'top-up' of up to 20%.

Discretionary Rate Relief 'Top Up'

A 'top up' of up to 20% discretionary relief may be applied to charities, but only where the charity/CASC is a local one, which operates within the Bolsover District Council area and whose objectives primarily benefit residents of Bolsover District Council and is not affiliated to a national charitable organisation.

The amount of 'top up' relief will also be restricted to a maximum of the amount of money that an organisation could demonstrate that the Council saves as a result of the service they provide.

Each case will be considered on its own merits with priority given to efficient and well managed organisations that:

- Primarily benefit Bolsover District Council residents;
- Have a strong link with the Corporate aims of the Council;
- Relieve the Council of providing facilities or services;
- Maximise the use of their premises for the community;

Consideration will also be given to:

- The financial cost to the Council incurred in awarding relief;
- The organisation's ability to pay its rates (where the levels of reserves and other funding are substantial, relief will not normally be awarded);
- The level of membership fees, where appropriate, and how accessible this would be to the general community;
- The funding of the organisation and if mainly locally funded;
- The level of reliance on volunteers to deliver the service provided;
- Organisations that recognise diversity and serve particular equalities groups.

Level and period of award

Discretionary relief for non-charitable organisations will normally be limited at 80%. As with the discretionary rate relief 'Top up' for non-charitable organisations to receive discretionary relief above 80%, the organisation must demonstrate that the Council saves as a result of the service they provide and this part of the relief will only be payable up to a maximum of these savings.

Relief will be awarded as a fixed sum or calculated as a percentage of the rates bill subject to the maximum award limits.

The period of the rate relief award will generally be open ended. However, the Council reserves the right to award for a fixed period at the end of which any award will end.

The Council will review all open-ended awards every 3 years to ensure that each application continues to be awarded in line with the current policy.

Application /decision making process

In order to ensure there is a fair and consistent approach to the award of relief, all applications will be considered within the guidelines of this policy.

Applications are required to be made in writing. Whilst the regulations do not specifically require organisations to complete an application, in order for the council to be able to fully consider a request for any relief then the applying organisation should complete the appropriate application form and submit any relevant documentation in support of the application.

Applications will be considered on an individual basis by: The Executive Director of Resources under delegated authority for determining discretionary rate relief. The Executive Director of Resources to be given advice from an Officer/Member group who will consider the applications in detail against the policy criteria.

The advice group to be:

Portfolio Holder for Finance

Assistant Director of Finance & Resources (Chief Finance Officer)

Revenues & Benefits Manager

4.2 Section 44A - Partial Occupation Relief

Authorities have discretion, under Section 44A of the Local Government Finance Act 1988, to reduce the rates on a property which is partly occupied for a short period of time only.

The amount of relief is calculated on a statutory basis based on the rateable value of the empty portion of the property. This value is provided by the Valuation Office.

The granting of this relief is entirely at the discretion of Bolsover District Council and each case will be considered on its merits. It must be in the interests of Bolsover District Council Taxpayers and the applicant will be required to set out in writing why it would be in taxpayer's interest.

Relief can only be awarded where the partial occupation is of a temporary nature.

Where the area or part of the area is expected to be unoccupied for a period in excess of 1 year the Council will not consider this to be of a temporary nature. The Council will not consider Section 44A relief where the period of partial occupation is less than 6 weeks.

The relief will cover the full rateable value of the empty part of the premises for the first 3 months of it being empty (or, if it is industrial, for the first 6 months). After this period in most cases the apportionment of the property will cease to have effect and the occupied business rates for the whole property will apply.

Section 44A relief may be applicable in the following circumstances: and where the occupied and unoccupied parts of the property can be easily segregated:-

- Where the business has short term practical or financial difficulties in occupying.
- Phased occupation or vacation when moving within the BDC area.
- Where the business takes on larger premises to expand into at a later date.
- Temporary occupation due to remedial building or refurbishment works.

In all of the above cases, the period of part occupation must be for a temporary period and relief will not be awarded where it appears to the Council that the reason that part of the property is empty is in any way for the purpose of applying for partial empty rate relief.

Section 44A relief will not be awarded where:

- There is no reasonable intention to fully occupy the vacant part of the premises.
- The vacant part of the premises is used by the Landlord.
- The part occupation is permanent or where temporary not short term.
- The vacant area is sub-let.
- The area is vacant due to seasonal trends/requirements of the business.
- The part occupation is due to the normal day to day operation of the business e.g. due to the fluctuations in stock level of a warehouse.

- The part occupation is due to the business being in the process of moving out of the BDC area.
- Applications will not be considered for retrospective periods.
- Section 44a relief has previously been awarded on the same hereditament within a 12 month period.
- The part occupation is due to a process of refurbishment/modernisation of the premises.

Applications must be made in writing by the ratepayer and a plan of the property with the unoccupied portions clearly identified must be supplied.

The Council will require access to the property during normal working hours in order to verify the claim. This access must be provided within a 4 week period of the application being made. Further access may then need to be provided during the period for which the relief is being awarded, in order to verify ongoing eligibility.

Applications to be considered by the Revenues Section.

4.3 Section 49 – Hardship Relief

Authorities have the discretion, under Section 49 of the Local Government Finance Act 1988, to reduce or remit all or part of a rate liability of any organisation, which in the opinion of the Council, is suffering hardship.

In considering applications for hardship relief the Council must have regard for the interests of the local community as a whole. This includes the cost to the community and the benefits, impact on local employees and services to the community.

There is no statutory definition of hardship therefore the Authority must arrive at its own decision in relation to any application. Each case should be considered on its own merits and a blanket policy on whether or not to grant relief should not be adopted.

It is recognised that there may be occasional circumstances in which the award of hardship relief is beneficial to Local Council Taxpayers or the community. However, in accordance with Government guidelines hardship relief should be used sparingly and only in the most exceptional circumstances.

Exceptional circumstances would not include the impact of increased competition or running costs or the effects of strikes within a business or organisation.

As a general rule, circumstances that would be covered by commercial insurance or compensation would not be considered.

In all cases the Council must be satisfied that:

- All other eligible discounts/reliefs have been awarded to the ratepayer.
- The ratepayer will suffer hardship if the relief is not granted.
- There is a direct benefit to the ratepayer, or the community, and there is no adverse impact to other ratepayers or the community as a result of awarding relief.
- The cost to local taxpayers is proportional to the benefits to the community.

- The relief is awarded as a result of a crisis (i.e. a serious loss of income/trade or a major effect on services that can be provided to the community) or exceptional circumstances which are outside the control of the business or organisation and are not considered 'normal' 'business risks.
- If unoccupied, the liable person has made every effort to sell or let the property.
- The Council's finances allow for a reduction to be made and it is reasonable to do so in view of the impact on other charge payers and the community.
- The Council is satisfied that the Valuation Office has been asked to review the rateable value.

Applications must be made in writing by the ratepayer or someone authorised to act on their behalf. Sufficient information and evidence must be provided to support the application. Where insufficient information is provided then Bolsover District Council will be unable to consider an award of hardship relief.

Applications must provide the following information and supporting details, as appropriate:

- The reason for the application.
- Articles of Association.
- A full description of the business/organisation and the goods or services provided.
- A set of the most recent accounts.
- The last 2 years audited accounts.
- An up to date trading statement showing the current financial situation of the business.
- Details of the amount of relief requested and the period it relates to.
- A full explanation of the benefits to the community and local taxpayers which would arise from an award of relief.
- Details of the number of employees and the number which reside within the Bolsover District area.
- Any other relevant supporting information/evidence

Hardship relief may be awarded as a fixed sum or as a percentage of the rates bill.

In order to ensure there is a fair and consistent approach to the award of relief, all applications will be considered within the guidelines of this policy.

Applications will be considered on an individual basis by: The Executive Director of Resources under delegated authority for determining Discretionary Rate Relief. The Executive Director of Resources to be given advice from an Officer/Member group who will consider the applications in detail against the policy criteria.

The advice group to be:

Portfolio Holder for Finance

Assistant Director of Finance & Resources (Chief Finance Officer)

Revenues & Benefits Manager

4.4 Rural Rate Relief

Applications for rural rate relief can be considered from small businesses situated in a qualifying rural settlement area. A qualifying rural settlement must have a population not exceeding 3,000 and will usually be a small village or hamlet.

Mandatory relief and discretionary relief are both available under this scheme.

In considering applications for relief the Council must have regard for the interests of the community as a whole. This includes the cost to the community and the benefits or disadvantages of awarding relief.

Mandatory Rural Rate Relief

Mandatory relief of 50% may be granted to all of the following business types provided that they are situated within a designated rural settlement and meet the criteria as set out below:

- Post Office – the only such business in the rural settlement and with a rateable value of £8,500 or less.
- General Store – the only such business in the rural settlement with a rateable value of £8,500 or less.
- Public House – the only such business in the rural settlement and with a rateable value of £12,500 or less.
- Petrol Station – the only such business in the rural settlement and with a rateable value of £12,500 or less.
- Rural Food Shop - business consisting wholly or mainly of the sale of food for human consumption, * excluding certain food types, with a rateable value of £8,500 or less.

*excluded food types are confectionery and the supply of food for consumption on the premises, or hot food for consumption off the premises.

Discretionary Rural Rate Relief

Discretionary rural rate relief of up to 50%, may be awarded in respect of properties receiving mandatory rural rate relief. For those that do not qualify for the mandatory relief a discount of between 25% - 100% relief may be awarded. Discretionary relief for other businesses in a rural settlement can be considered for those with a rateable value of £16,000 or less and the property is used for a purpose which benefits the local community.

Each application will be considered on its own merits but the Council will take the following factors into account in the decision making process:

- If the business provides essential goods or services which are essential for the day to day needs of the local community.
- The effect on the local community if the business were to close.
- If the business employs a number of people from the local community, and alternative employment prospects.

- Does the business provide free to use cash machines?
- If the business provides an invaluable service to those with no access to their own transport and public transport is limited.
- The benefits to vulnerable residents.
- The business is a small local business and is not part of or a subsidiary of a larger organisation.

When applying for this discretionary relief applicants will need to provide sufficient information and evidence, as the Council requires, in order for the above factors to be considered in the decision on granting relief.

Awards of mandatory rural rate relief (and discretionary rural rate relief where mandatory rural rate relief awarded) to be considered by the Revenues Section.

In order to ensure there is a fair and consistent approach to the award of relief, all applications will be considered within the guidelines of this policy.

Applications for discretionary rural rate relief where mandatory rural rate relief has not been awarded to be considered on an individual basis by: The Executive Director of Resources under delegated authority for determining discretionary rate relief. The Executive Director of Resources to be given advice from an Officer/Member group who will consider the applications in detail against the policy criteria.

The advice group to be:

Portfolio Holder for Finance

Assistant Director of Finance & Resources (Chief Finance Officer)

Revenues & Benefits Manager

4.5 Appeals

There is no statutory right of appeal against a decision regarding discretionary rate relief made by the Council. However, the Council recognises that ratepayers should be entitled to have a decision reviewed objectively if they are dissatisfied with the outcome.

Any appeals must be made in writing and must give reasons why it is believed the decision should be amended. The Appeal must be made within a calendar month of the notification of the Council's decision being issued.

Any decision on appeals made will be final.

For any appeals against the refusal of mandatory relief this decision could be further challenged in the Magistrate's Court at a liability hearing following a summons being issued.

Bolsover District Council

Meeting of the Customer Services Scrutiny Committee on 21st March 2022

Council Tax Discretionary Relief Policy

Report of the Assistant Director of Finance and Resources

Classification	This report is public
Report By	Assistant Director of Finance and Resources
Contact Officer	Assistant Director of Finance and Resources Theresa Fletcher 01246 242548 theresa.fletcher@bolsover.gov.uk

PURPOSE/SUMMARY OF REPORT

The purpose of the report is for Customer Services Scrutiny Committee to consider and feedback on the revised Council Tax Discretionary Relief Policy attached at **Appendix 1**. The Committee's comments will be considered prior to Executive approval of the policy.

REPORT DETAILS

1. Background

- 1.1 Section 13A of the Local Government Finance Act 1992 allows the billing authority to reduce the amount of Council Tax payable by tax payers. The legislation allows for either specific classes of cases to be identified or for cases to be determined on an individual basis.
- 1.2 The Local Government Act 2012 inserted a new Section 13A and in effect created two discounts:
 - Local Council Tax Support schemes under 13A (1) (a) and
 - 13A (1) (c), which is the original 13A discounts, as amended.
- 1.3 This policy deals specifically with Section 13A (1) (c).

2. Details of Proposal or Information

- 2.1 Section 13A (1) (c) discounts will be used to provide relief to care leavers (as defined within the policy) and those in the most extreme financial hardship or in cases of unforeseen or exceptional circumstances that affect tax payers ability to meet their Council Tax liability.

- 2.2 There is a financial implication to awarding discounts under Section 13A (1) (c) as they have to be funded directly by the Council. There is therefore a direct impact on local Council Tax payers.
- 2.3 Any applications for a discount must be considered with due regard for the financial implications. Therefore, normally the Council will not grant local discounts unless there are very exceptional circumstances, however, where the circumstances meet the criteria outlined in this policy, a discount may be granted.
- 2.4 The Council will give consideration to all matters before it, when determining a discretionary discount award.
- 2.5 The Government may introduce a specific scheme in response to an event, such as the pandemic. Where such schemes are introduced, funding is normally fully met by Government without any impact on the local Council Tax payers.
- 2.6 Within the policy, section 5 describes the application process and section 6 explains the decision making and appeals process.

3. Reasons for Recommendation

- 3.1 The Council Tax Discretionary Relief Policy has been updated to take account of all legislative and operational changes to ensure it remains fit for purpose. Through the operation of this policy the Council seeks to ensure that the most vulnerable receive the support they need whilst ensuring local Council Tax payers are not unfairly burdened.

4 Alternative Options and Reasons for Rejection

- 4.1 No alternatives found – the Council is required to have a Council Tax Discretionary Relief Policy to operate the scheme.

RECOMMENDATION(S)

1. That Members review the attached Council Tax Discretionary Relief Policy at **Appendix 1** and provide comments for consideration as part of the development of the Policy in advance of formal Executive approval and implementation.

Approved by the Portfolio Holder - Cllr Clive Moesby, Executive Member for Finance

IMPLICATIONS:

Finance and Risk: Yes ☐ No ☒

Details:

The financial issues are covered within the attached document and throughout the report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

Legal issues are covered within the attached document.

There are no legal or data protection issues arising directly from this report.

On behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

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

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? 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: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i>	No

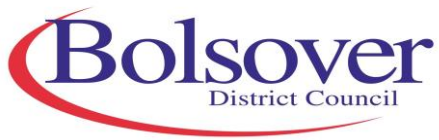
District Wards Significantly Affected	None
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Details: Portfolio Holder for Finance

Links to Council Ambition: Customers, Economy and Environment.

DOCUMENT INFORMATION

Appendix No	Title
1	Council Tax Discretionary Relief Policy (February 2022)

Background Papers
<i>(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 Executive you must provide copies of the background papers).</i>
None



Council Tax Discretionary Relief

February 2022



We speak your language

Polish

Mówimy Twoim językiem

Slovak

Rozprávame Vaším jazykom

Chinese

我们会说你的语言

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

CONTROL SHEET FOR Council Tax Discretionary Relief

Policy Details	Comments / Confirmation (To be updated as the document progresses)
Policy title	Council Tax Discretionary Relief Scheme
Current status – i.e. first draft, version 2 or final version	Final draft
Policy author (post title only)	Revenues & Benefits Manager
Location of policy (whilst in development)	
Relevant Cabinet Member (if applicable)	Cllr Moesby
Equality Impact Assessment approval date	
Partnership involvement (if applicable)	
Final policy approval route i.e. Executive/ Council	Customer Service Scrutiny Committee then Executive
Date policy approved	
Date policy due for review (maximum three years)	
Date policy forwarded to Performance & Communications (to include on Extranet and Internet if applicable to the public)	

1. Introduction

1.1 Section 13A of the Local Government Finance Act 1992 allows the billing authority to reduce the amount of Council Tax payable. The legislation allows for either specific classes of cases to be identified or for cases to be determined on an individual basis.

1.2 The Local Government Act 2012 inserted a new Section 13A and in effect created two discounts:

- Local Council Tax Support schemes under 13A(1)(a) and
- 13A (1) (c), which is the original 13A discounts, as amended.

1.3 There is a financial implication to awarding discounts under Section 13A (1) (c) as they are funded directly by the Council. Therefore, there is a direct impact on local Council Tax payers.

2. Scope

2.1 Section 13A (1) (c) discounts will be used to provide relief to care leavers (as defined within the policy statement) and those in the most extreme financial hardship or in cases of unforeseen or exceptional circumstances that affect tax payers ability to meet their Council Tax liability.

As the cost falls to be met by local tax payers, any applications for a discount must be considered with due regard for the financial implications. Therefore, normally the Council will **not** grant local discounts unless there are very exceptional circumstances, however, where the circumstances meet the criteria outlined in this policy a discount may be granted. The Council will give consideration to all matters before it when determining a discretionary discount award.

In addition, the Government may introduce a specific scheme in response to an event such as a natural disaster e.g. flooding, or pandemic. Where such schemes are introduced, funding is normally fully met by Government without impact on the local Council Tax. Any such schemes, even though they fall to be administered under Section 13A, will be administered in accordance with instructions and guidance set out by Government.

This discretionary relief policy is independent of the Council's Council Tax Support Scheme (CTS).

3. Principles

3.1 This policy will support the delivery of the Council's Ambition.

In particular this policy supports the 'Customer' key objective and the priorities of:

- Increasing customer satisfaction with our services.
- Improving customer contact and removing barriers to accessing information.
- Promoting equality and diversity and supporting vulnerable and disadvantaged people.

4. Award Criteria

4.1 Section 13A (1) (c) relief will be used in cases of unforeseen or very exceptional circumstances that threaten taxpayers abilities to fund the cost of their council tax.

The main features of this relief are that:

- it is discretionary;
- an applicant does not have a statutory right to a payment;
- the operation of the scheme is for the Council to determine;
- the Council may choose to vary the way in which funds are allocated according to community needs and Council resources;
- in the interests of fairness the Council will operate an internal review procedure in a non-discriminatory way;
- Appeals can be made to the Valuation Tribunal under Section (1) (b) of the Local Government Finance Act 1992.

5. Policy Statement

5.1 There will be no formal application form. All applications should be made in writing and submitted to the Revenues Section under the heading Section 13A Discount Application.

5.2 Where the scheme relates to a Government scheme, the method of application, eligibility criteria, award of any discount and any appeal rights will be set out by Government or, where local discretion is allowed, as defined by the Council for that specific instance.

5.3 With exception of discounts for 'care leavers' each application must set out the circumstances upon which the application is based and should include:

- The level of discount being requested (i.e. is this for the full year's council tax or part of it, such as 50%);
- The reason for the request (i.e. why is the discount wanted and how this meets our policy);
- The period of time the discount is wanted for (i.e. the full financial year, part of the financial year, or some other period of time);
- Details of steps that have been taken to meet or mitigate the council tax liability (i.e. what other reductions or discounts have been applied).

5.4 To determine eligibility each application will be considered on its individual merits against the criteria above. Regard will be given to the circumstances of the applicant. This may include, but is not limited to:

- The applicant's financial circumstances, including their income and expenditure.
- Other help that may be available to the applicant.
- Other special circumstances.

5.5 Applications for council tax discount for care leavers may be made by the care leaver or by the Leaving Care Team, or equivalent, for and on behalf of the care leaver previously registered with a local authority in the financial year immediately preceding their 18th birthday. The following criteria will apply:

- A care leaver is defined as a young person aged 18 to 25 who was formerly a child in care of a local authority and who then became a 'care leaver' as

described in The Children (Leaving Care) Act 2000 and is liable for Council Tax on a dwelling within the Bolsover District Council area.

- Applications may be backdated to 1 April in the year of the application if the 18th birthday fell in the previous year.
- Council Tax Discount will be awarded on a single occupied property as the sole or main residence in the District Council's area from the date of the care leavers 18th birthday until the day immediately preceding their 25th birthday, as follows:
 - a. Sole occupation by a care leaver of 100% of residual balance of Council Tax payable after the award of any other discount relief or exemption.
 - b. Where a care leaver is jointly liable a proportionate award will be made according to their individual circumstances, e.g. if there is one other occupier then a discount of 50% will apply.
 - c. Where the care leaver is not liable for Council Tax no discount will apply.
- Discounts awarded will be subject to annual review to determine continued eligibility.
- The Scheme may be varied or ended on 12 months' notice on a decision by the Council.

5.6 The Council Tax Discount for Care Leavers will only be applied after all other relevant discounts (including Council Tax Support (CTS)) and exemptions have been applied. Where these other discounts and exemptions do not cover the full Council Tax charge, then under this scheme the qualifying care leaver will receive this further support.

6. Decision making and appeals

6.1 Where information or evidence requested has not been received within a calendar month of the application being received by the Council, the Council may refuse to grant relief where the absence of this information and evidence prevents an informed decision being reached.

6.2 Decisions on eligibility for a discount will be made by senior Revenues staff.

6.3 The amount of discretionary relief and period for which relief may be awarded will be at the Council's discretion and any amount granted will be credited to the council tax account.

6.4 The Council will notify the applicant in writing of the decision within 5 working days of the date of that decision. Where the applicant is unsuccessful, the Council will explain the reasons why the decision was made and explain the right of appeal.

6.5 There is a right to have the decision reviewed by the Revenues & Benefits Manager.

6.6 If still dissatisfied with the decision, an appeal can be made to the Valuation Tribunal. The Valuation Tribunal is independent of the Council and will consider the case at a hearing.

7. Overpayments

7.1 If the Council becomes aware that the information contained in an application for Section 13A (1) (c) Relief, was incorrect or that relevant information was not declared, either intentionally or otherwise, the Council may seek to recover the value of any award made as a result of that application. The award will be removed from the relevant council tax account and any resulting balance will be subject to normal methods of collection and recovery actions.

Bolsover District Council

Meeting of Customer Services Scrutiny Committee on 21 March 2022

Scrutiny Committee Work Programme 2021/22

Report of the Scrutiny & Elections Officer

Classification	This report is Public
Report By	Joanne Wilson, Scrutiny & Elections Officer, 01246 242385, joanne.wilson@bolsover.gov.uk
Contact Officer	Joanne Wilson, Scrutiny & Elections Officer, 01246 242385, joanne.wilson@bolsover.gov.uk

PURPOSE/SUMMARY OF REPORT

- To provide members of the Scrutiny Committee with an overview of the meeting programme of the Committee for 2021/22.

REPORT DETAILS

1. Background

- 1.1 The main purpose of the report is to inform members of the meeting programme for the year 2021/22 and planned agenda items (Appendix 1).
- 1.2 This programme may be subject to change should additional reports/presentations be required, or if items need to be re-arranged for alternative dates.
- 1.3 Review Scopes submitted will be agreed within Informal Session in advance of the designated meeting for Member approval to ensure that there is sufficient time to gather the information required by Members and to enable forward planning of questions.
- 1.4 Members may raise queries about the programme at the meeting or at any time with the Scrutiny & Elections Officer should they have any queries regarding future meetings.

- 1.5 All Scrutiny Committees are committed to equality and diversity in undertaking their statutory responsibilities and ensure equalities are considered as part of all Reviews. The selection criteria when submitting a topic, specifically asks members to identify where the topic suggested affects particular population groups or geographies.
- 1.6 The Council has a statutory duty under s.149 Equality Act 2010 to have due regard to the need to advance equality of opportunity and to eliminate discrimination.
- 1.7 As part of the scoping of Reviews, consideration is given to any consultation that could support the evidence gathering process.

2. Details of Proposal or Information

- 2.1 Attached at Appendix 1 is the meeting schedule for 2021/22 and the proposed agenda items for approval/amendment.

3. Reasons for Recommendation

- 3.1 This report sets the formal Committee Work Programme for 2021/22 and the issues identified for review.
- 3.2 The Scrutiny Programme enables challenge to service delivery both internally and externally across all the Council Ambitions.
- 3.3 The Scrutiny functions outlined in Part 3.6(1) of the Council's Constitution requires each Scrutiny Committee to set an annual work plan.

4 Alternative Options and Reasons for Rejection

- 4.1 There is no option to reject the report as the Scrutiny functions outlined in Part 3.6(1) of the Council's Constitution requires each Scrutiny Committee to set an annual work plan.

RECOMMENDATION(S)

- 1. That Members review this report and the Programme attached at Appendix 1 for approval and amendment as required. All Members are advised to contact the Scrutiny & Elections Officer should they have any queries regarding future meetings.

IMPLICATIONS:**Finance and Risk:** Yes ☐ No ☒**Details:**

None from this report.

On behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☒ No ☐**Details:**

In carrying out scrutiny reviews the Council is exercising its scrutiny powers as laid out in s.21 of the Local Government Act 2000 and subsequent legislation which added to/amended these powers e.g. the Local Government and Public Involvement in Health Act 2007.

On behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒**Details:**

None from this report.

On behalf of the Head of Paid Service

DECISION INFORMATION

Is the decision a Key Decision? 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: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <i>Please indicate which threshold applies</i>	No
Is the decision subject to Call-In? <i>(Only Key Decisions are subject to Call-In)</i>	No
District Wards Significantly Affected	N/A
Consultation: Leader / Deputy Leader <input type="checkbox"/> Executive <input type="checkbox"/> SLT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Yes Details: Committee Members

Links to Council Ambition: Customers, Economy and Environment.

All

DOCUMENT INFORMATION	
Appendix No	Title
1.	CSSC Work Programme 2021/22

Background Papers
<i>(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 Executive you must provide copies of the background papers).</i>
Previous versions of the Committee Work Programme.

Rpttemplate/BDC/040222

Customer Services Scrutiny Committee

Work Programme 2021/22

Formal Items – Report Key

Performance Review	Policy Development	Policy/Strategy/ Programme Monitoring	Review Work	Call-In/Review of Executive Decisions	Petition

Date of Meeting	Items for Agenda		Lead Officer
28 June 2021 ∞ ∞	Part A – Formal	<ul style="list-style-type: none"> CANCELLED 	
	Part B – Informal	<ul style="list-style-type: none"> CANCELLED 	
2 August 2021	Part A – Formal	<ul style="list-style-type: none"> Briefing on Adapted Accommodation 	Head of Housing Management & Enforcement/ Housing Enforcement Manager
		<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
13 September 2021	Part A – Formal	<ul style="list-style-type: none"> Customer Service Standards and Compliments, Comments and Complaints Annual Report 2019/20 	Customer Standards and Complaints Officer
		<ul style="list-style-type: none"> LG&SCO and Housing Ombudsman Annual Report 2019/20 	Customer Standards and Complaints Officer
		<ul style="list-style-type: none"> North Derbyshire Rough Sleeper Strategy 2021-2023 	Head of Housing Management & Enforcement
		<ul style="list-style-type: none"> Consultation on Housing Policies – Rechargeable Repairs 	Head of Housing Management & Enforcement
		<ul style="list-style-type: none"> Work Programme 2021/22 – Agreement of Review Scope 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
18 October 2021	Part A – Formal	<ul style="list-style-type: none"> Consultation on Housing Policies – Tenant Alteration & Improvement Policy 	Assistant Director of Housing Management & Enforcement
		<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer

Date of Meeting	Items for Agenda		Lead Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
13 December 2021	Part A – Formal	<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
21 February 2022	Part A – Formal	<ul style="list-style-type: none"> Customer Service Standards and Compliments, Comments and Complaints Report 2019/20 – 1st April 2020 to 30th September 2020 	Customer Standards and Complaints Officer
		<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
21 March 2022	Part A – Formal	<ul style="list-style-type: none"> Housing Strategy – Monitoring Update 	Assistant Director Economic Development, Regeneration and Housing Delivery; Assistant Director of Property & Housing Repairs; Assistant Director of Housing Management & Enforcement
		<ul style="list-style-type: none"> BDC Tenancy Agreement 	Assistant Director of Housing Management & Enforcement
		<ul style="list-style-type: none"> Business Rates Mandatory and Discretionary Rate Relief Policy 	Assistant Director of Finance & Resources – Chief Financial Officer
		<ul style="list-style-type: none"> Council Tax Discretionary Relief Policy 	Assistant Director Finance & Resources – Chief Financial Officer
		<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer
23 May 2022	Part A – Formal	<ul style="list-style-type: none"> Transformation Governance Group Update 	Assistant Director of Development & Planning
		<ul style="list-style-type: none"> Work Programme 2021/22 	Scrutiny & Elections Officer
	Part B – Informal	<ul style="list-style-type: none"> Review work 	Scrutiny & Elections Officer