



The Arc
High Street
Clowne
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To: Chair & Members of the Executive

Friday, 21 January 2022

Contact: Alison Bluff
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Dear Councillor

EXECUTIVE

You are hereby summoned to attend a meeting of the Executive of the Bolsover District Council to be held in the Council Chamber, The Arc, Clowne on Monday, 31st January, 2022 at 10:00 hours.

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

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

Yours faithfully

Solicitor to the Council & Monitoring Officer



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.

EXECUTIVE AGENDA

***Monday, 31st January, 2022 at 10:00 hours taking place in the Council Chamber, The Arc,
Clowne***

Item No.	PART 1 – OPEN ITEMS	Page No.(s)
1.	Apologies For Absence	
2.	Urgent Items of Business 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 last meeting held on 6th December 2021	4 - 10
	<u>MATTERS REFERRED FROM SCRUTINY</u>	NONE
	<u>BUDGET & POLICY FRAMEWORK ITEMS</u>	NONE
	<u>NON KEY DECISIONS</u>	
5.	Additional Restrictions Grant	11 - 17
6.	Tenant Alteration and Improvement Policy	18 - 35
7.	Housing Tenancy Agreement	36 - 73
8.	52 Week Rent Period	74 - 77
	<u>KEY DECISIONS</u>	
9.	Medium Term Financial Plan 2022/23 - 2025/26	78 - 117

10. Exclusion of the public

To move:-

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

PART 2 - EXEMPT ITEMS

MATTERS REFERRED FROM SCRUTINY **NONE**

BUDGET & POLICY FRAMEWORK ITEMS **NONE**

NON KEY DECISIONS **NONE**

KEY DECISIONS

- | | | |
|-----|---|-----------|
| 11. | Service Level Agreement - Household Support Fund | 118 - 121 |
| 12. | Appointment of Security and Concierge Contractor for Commercial Property | 122 - 133 |

EXECUTIVE

Minutes of a meeting of the Executive of the Bolsover District Council held in the Council Chamber, The Arc, Clowne, on Monday 6th December 2021 at 1000 hours.

PRESENT:-

Members:-

Councillor Steve Fritchley in the Chair (to Minute No EX70-21/22)

Councillors Duncan McGregor (Vice Chair), David Downes, Clive Moesby, Sandra Peake, Liz Smyth and Deborah Watson.

Officers:- Karen Hanson (Executive Director of Resources), Grant Galloway (Executive Director of Strategy), Theresa Fletcher (Assistant Director of Finance & Resources), Sarah Sternberg (Monitoring Officer), Pam Brown (Assistant Director of Leader's Executive), Victoria Dawson (Head of Housing & Enforcement), Ian Barber (Assistant Director of Property Services & Housing Repairs), Kath Drury (Improvement & Engagement Officer) and Alison Bluff (Governance Officer).

EX59-21/22. APOLOGIES

An apology for absence was received on behalf of Councillor Mary Dooley.

EX60-21/22. URGENT ITEMS OF BUSINESS

There were no urgent items of business to consider.

EX61-21/22. DECLARATIONS OF INTEREST

As a Director of Dragonfly Ltd, Councillor Steve Fritchley declared a Disclosable Pecuniary Interest in Agenda item 12 – Dragonfly Ltd Update, and would leave the meeting at the relevant time.

EX62-21/22. MINUTES – 1ST NOVEMBER 2021

Moved by Councillor Duncan McGregor and seconded by Councillor Sandra Peake
RESOLVED that Minutes of an Executive meeting held on 1st November 2021 be approved as a correct record.

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NON KEY DECISIONS

EX63-21/22. TENANT ALTERATION AND IMPROVEMENT POLICY

Members were advised that the Tenant Alteration and Improvement Policy report was now withdrawn from the agenda.

EX64-21/22. PROCUREMENT STRATEGY

Executive's approval was sought in relation to the Council's Procurement Strategy, which had been updated to take account of all legislative and operational changes to ensure it remained fit for purpose.

The Procurement Strategy outlined how the procurement of goods, works and services was achieved and described the Council's Contract Procurement Rules. These provided a corporate framework for the procurement of all goods, works and services to ensure that all procurement activity was conducted with openness, honesty and accountability.

The policy was to comply with the requirements of the legislation applicable to local authorities which were set out in the report.

Members noted that the Council had a good record of procuring local contractors where possible and local apprenticeships, and also worked with parish councils to look at services the Council could provide to help them.

Moved by Councillor Clive Moesby and seconded by Councillor Duncan McGregor
RESOLVED that the Procurement Strategy as set out in Appendix 1 to the report be approved.

REASON FOR DECISION:

The Procurement Strategy had been updated to take account of all legislative and operational changes to ensure it remained fit for purpose.

OTHER OPTIONS CONSIDERED:

No alternatives found – the Council was required to have a strategy in order to adhere to the requirements of legislation and the Council's Contract Procurement Rules. Both placed a number of duties and responsibilities on the Council, its officers and Members.

EX65-21/22. MEDIUM TERM FINANCIAL PLAN REVISED BUDGETS 2021/2022

Executive's approval was sought regarding the Council's 2021/22, revised budget for the General Fund, Housing Revenue Account and Capital Programme.

Members received a slide presentation which highlighted the following;

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General Fund

- Savings made between the February 2021 report and the Q2 monitoring report, i.e. the current position.
- Changes to reflect the new calculations and forecasts – the revised budget
- Savings made to help to prepare the Council for the future.

Housing Revenue Account (HRA)

- HRA main changes for Revised Budgets (the main variances on the HRA).

Capital Programme

As part of the revised budget process the capital projects had been reviewed to estimate what level of spend would occur in 2021/22.

Where projects were unlikely to spend in 2021/22, the capital expenditure and matching financing would be moved to 2022/23 to avoid large under spends at 31st March.

In Summary for 2021/22, the revised budget estimate for the Housing Revenue Account was a surplus, this would be transferred to the HRA Development Reserve. Any underspend on General Fund would be transferred to the NNDR Growth Protection Reserve. The level of reserves was considered to be adequate to fund planned expenditure and potential issues/risks that the Council faced. The Capital Programme for 2021/22, was fully financed and did not include any borrowing where MRP was payable.

The Portfolio Holder for Finance noted that the Council would not receive information relating to the Government's Spending Review until later in December 2021. He also noted the increase in income to the Council by way of planning applications and the Go Active leisure facilities, and that the issue with the Council's void properties would need monitoring as highlighted by the Assistant Director of Finance & Resources in her slide presentation.

Members thanked the Assistant Director of Finance & Resources for an excellent report.

Moved by Councillor Clive Moesby and seconded by Councillor Duncan McGregor

RESOLVED that 1) the revised General Fund budget for 2021/22, as set out in Appendix 1 and detailed in Appendix 2 to the report be approved,

2) the revised HRA budget for 2021/22, as set out in Appendix 3 to the report be approved,

3) the revised Capital Programme for 2021/22, as set out within Appendix 4 to the report be approved.

REASON FOR DECISION:

The purpose of the report was to set revised budgets as early as possible within the financial year to ensure that identified budget savings were realised, that all budget

EXECUTIVE

managers were working to the revised budgets, and to allow any planned changes to be delivered.

OTHER OPTIONS CONSIDERED:

General Fund and HRA

Any surplus on the Council's two main revenue accounts would result in an increase in financial balances at the year-end which were available to protect services at a time of declining central government support. It was proposed that additional resources would be transferred to reserves in preparation for future expenditure.

Capital

There were no alternative options being considered with regard to the proposed allocations from the Capital Programme budget as it ensured the Council's assets met health and safety requirements in that they were maintained in a fit for purpose state that ensured they remained fully operational.

EX66-21/22. AMBITIONS TARGETS PERFORMANCE UPDATE – JULY TO SEPTEMBER 2021 (Q2 – 2021/22)

Executive considered a report in relation to the Council's Quarter 2 outturns for the Council's Ambition targets 2020-2024.

Out of the 31 targets;

- 20 (65%) were on track
- 1 (3%) continued to be affected by Covid 19
- 3 (10%) had been placed on alert (as unlikely to meet their outturns in 21/22)
- 1 (3%) was achieved (partially) in quarter 2, and
- 6 (19%) were achieved previously

The Improvement & Engagement Officer noted that the majority of targets were all on track and that all Members were aware of the targets which were on alert.

Moved by Councillor Duncan McGregor and seconded by Councillor Clive Moesby
RESOLVED that the quarterly outturns against the Council Ambition 2020-2024 targets be noted.

REASON FOR DECISION:

Out of the 31 Council plan targets, 20 were on track (65%), 1 had been affected by Covid 19 (3%), 3 were on alert (10%), 1 was partially achieved in quarter 2 (3%) and 6 had been achieved previously (16%),

This was an information report to keep Members informed of progress against the Council's Ambition targets noting achievements and any areas of concern.

EXECUTIVE

OTHER OPTIONS CONSIDERED:

Not applicable as the report provided an overview of performance against agreed targets.

EX67-21/22. SINGLE EQUALITY SCHEME

Executive considered a report in relation to the second year review of the Single Equality Scheme 2019-2023 and to note the achievements.

The Single Equality Scheme 2019-2023 provided a framework for implementing the Councils' obligations with regard to the general and specific equality duties, and encompassed the range of protected characteristics as defined within the Equality Act 2010.

The Scheme set out the Council's legal responsibilities, four corporate equality objectives with actions and measures, performance monitoring arrangements and responsibilities for equality.

The Improvement & Engagement Officer noted that the scheme was well embedded at the Council and refresher training was provided to staff and Members regarding safeguarding and hidden disabilities.

Moved by Councillor Duncan McGregor and seconded by Councillor Sandra Peake
RESOLVED that the progress made and achievements under the second year review of the Single Equality Scheme 2019-2023 be noted.

REASON FOR DECISION:

This was an information report to keep Executive Members informed of progress against the Single Equality Scheme and to note achievements.

OTHER OPTIONS CONSIDERED:

It was a statutory requirement to publish information to demonstrate compliance with the general equality duty.

EX68-21/22. EXCLUSION OF THE PUBLIC

Moved by Councillor Duncan McGregor and seconded by Councillor Sandra Peake
RESOLVED that under Section 100(A)(4) of the Local Government Act 1972 (as amended), the public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in the stated Paragraph of Part 1 of Schedule 12A of the Act and it is not in the public interest for that to be revealed.

EXECUTIVE

KEY DECISIONS

EX69-21/22. BOLSOVER HOMES SCHEME, WEST STREET, WHALEY THORNS

Executive's approval was sought to enter into a contract to deliver the West Street, Whaley Thorns, scheme through the existing Bolsover Homes framework.

Moved by Councillor Sandra Peake and seconded by Councillor Duncan McGregor

RESOLVED that 1) an expenditure budget as outlined within the report to deliver the West Street social housing building scheme be approved,

- 2) the Council to enter into contract for the development of a further 5 properties in Whaley Thorns as outlined in the report be approved.

REASON FOR DECISION:

To deliver the Council's aspirational target of building a minimum of 150 new Council properties by March 2024.

OTHER OPTIONS CONSIDERED:

Executive could choose not to support the development but this would not help to achieve the Council's agreed ambition of building 150 social housing properties.

This would not help to meet the current demand for social housing in Whaley Thorns

As a Director of Dragonfly Ltd, Councillor Steve Fritchley declared a Disclosable Pecuniary Interest in the following item of business and left the meeting.

Councillor Duncan McGregor in the Chair

EX70-21/22. DRAGONFLY LTD UPDATE

Executive's approval was sought to give the Assistant Director of Property Services & Housing approval to utilise the investment and loan monies previously agreed to deliver the schemes set out in the report. Any loan granted would be under commercial terms on advice received from the Council's Treasury Management Advisers.

The report also provided an update on current progress of the Authority's Joint Venture (JV).

The Assistant Director of Property Services and Housing Repairs provided an update to the meeting in relation to other sites.

Moved by Councillor Duncan McGregor and seconded by Councillor Sandra Peake

RESOLVED that 1) the progress update in relation to Dragonfly Developments Ltd be accepted,

- 2) the Assistant Director of Property Services & Housing Repairs be given delegated powers in consultation with the Section 151 Officer, the Growth

EXECUTIVE

Portfolio Holder and the Finance Portfolio Holder, to apportion the previously agreed budget to any Dragonfly scheme included within the report.

REASON FOR DECISION:

The Joint Venture directly contributed to the Leader's ambitions through Improving the Local Economy & building sustainable products to work towards a better Environment.

In addition to meeting the corporate targets, the proposed interventions would help ensure that land sales resulted in the development of the sites in question, making a significant contribution to the wider regeneration of the District. Financially, the investment was anticipated to generate a significant financial return to the Council in terms of land sales, development profit and investment interest from providing the loan.

OTHER OPTIONS CONSIDERED:

To not invest in the Joint Venture would not allow it to meet its targets or create an income.

The meeting concluded at 1035 hours.

Bolsover District Council

Executive

Monday 31st January 2021

ADDITIONAL RESTRICTIONS GRANT

Report of the Portfolio Holder for Economic Development

Classification: This report is public

Report By: Cllr Liz Smyth – Portfolio Holder for Economic Development

Contact Officer: Natalie Etches – Business Growth Manager

PURPOSE / SUMMARY

- To consider criteria for allocation of funding from a further allocation of Additional Restrictions Grant monies.
-

REPORT DETAILS

1 Background *(reasons for bringing the report)*

- 1.1 The Additional Restrictions Grant (ARG) is a discretionary funding scheme which aims to support businesses severely impacted by Coronavirus and its variants. The ARG scheme was first launched in 2020-21 financial year, with further rounds of funding being 'topped-up' in January 2021 and 1 April 2021.
- 1.2 Bolsover District Council received a payment of £1,611,240, equating to £20 per head when the Tier 3 / national lockdown restrictions were imposed in October 2020. In January 2021, a further allocation of £715,636, based on the same per head calculation, was allocated to the local authority. On 3 March 2021, the Government allocated a further £421,257.
- 1.3 The ARG scheme has been administered through the Economic Development Team and the Partnerships Team and to date, 302 grants have been awarded to Small and Medium-sized Enterprises (SME) across the district.
- 1.4 On 21 December 2021, the Chancellor announced, in response to the rise of the Omicron variant, a £102 million top-up has been awarded to business rate billing authorities in England for allocating out to businesses. £97,718.41 has been allocated to Bolsover District Council for this award.
- 1.5 Reports have been brought to Executive setting out how the scheme has been administered through the rounds, including the award criterion and grant

conditions. This report sets out the requirements for administering this latest ARG award.

2. Details of Proposal or Information

- 2.1 Government have issued the local authority with the latest top-up of funding (£97,718.41), in-line with the Guidance Note published on 30 December 2021, which also details the criteria for awarding this latest allocation of money.
- 2.2 Officers have been working through the guidance and in response to the latest variant – Omicron – local authorities are encouraged to support businesses from all sectors that may have been impacted, including but not limited to: hospitality; accommodation; leisure; personal care; the travel and tourism sector (group travel, travel agents, tour operators); wedding industries, and other businesses that may not have received other grant funding. This scheme will be extended to include businesses both in and outside of the business rates system.
- 2.3 Administration and allocation of the ARG will include:
 - 2.3.1 An online application form, which all businesses will be required to complete, regardless of whether they have been awarded a grant through a previous scheme or not;
 - 2.3.2 The grant award criteria being points based with a higher number of points awarded to businesses who fall in to the priority sectors as identified in paragraph 2.2 above, and those businesses who have not received any previous COVID recovery grant funding;
 - 2.3.3 A maximum grant award of £5,000 for a single business with discretion to award a grant of £1,500 / £2,500 / £5,000 based on an officer assessment using the evaluation criteria.
- 2.4 Businesses who apply for, or who are awarded an ARG, will also be registered with either the Federation of Small Businesses (FSB) or Marketing Peak District and Derbyshire (MPDD) for a 12-month membership. This is at no cost to the business, and is a further support tool we are able to offer to businesses as part of our COVID recovery support. It could include: legal help and advice; debt recovery; cyber protection; access to funding; marketing and new market opportunities; and, targeted sector-specific business support for growth.

3 Reasons for Recommendation

- 3.1 This report sets out the proposals for administering this latest round of ARG funding, to the value of £97,718.41
- 3.2 The grant is a much needed financial injection in to businesses who are facing continued financial pressures as a result of COVID and its variants.

4 Alternative Options and Reasons for Rejection

- 4.1 The option to 'do nothing' with Additional Restrictions Grant self-evidently cannot be countenanced by the Council.

RECOMMENDATIONS

1. That members note the details of the forthcoming Additional Restrictions Grant and endorse the following proposals:
 - (i) a new scheme is open, inviting businesses from across the district to apply through a new application process;
 - (ii) Businesses who have been, and continue to be, affected by the Coronavirus pandemic, specifically the Omicron variant, are prioritised for the Additional Restrictions Grant, including;
 - Businesses from all sectors that may have been impacted, including but not limited to: hospitality; accommodation; leisure; personal care; the travel and tourism sector (group travel, travel agents, tour operators); wedding industries;
 - Businesses who hold a business rates account;
 - Businesses who do not hold a business rates account;
 - and, Businesses who have not received any previous ARG funding.
 - (iii) the following criteria is used to assess the level of grant funding to be awarded from the ARG scheme:
 - level of fixed costs faced by the business
 - no. of FTE employees within the applicant business
 - the impact of the Omicron variant on their business trading;
 - and, the value of previous grant/s award through ARG or other discretionary grant schemes.
 - (iv) the level of any award will be set at a maximum of £5,000 for a single business with discretion to award a grant of £1,500 / £2,500 / £5,000 based on an officer assessment using the above criteria set out in 1(ii) and 1(iii).

Approved by the Portfolio Holder - Cllr Liz Smyth, Executive Member for Economic Development

IMPLICATIONS

Finance and Risk: Yes ☒ No ☐

Details:

The grant will need to be carefully managed to ensure that the awards granted and any other expenditure associated with a discretionary grant scheme does not exceed the funding received from Government for that purpose.

The scheme will need to be administered with appropriate safeguards to detect fraudulent applications and prevent grant funding being misappropriated.

On Behalf of the Section 151 Officer

Legal (including Data Protection):

Yes ☒

No ☐

Details:

The Council's GDPR and data protection policies will be applied to any grant application handled through this scheme.

On Behalf of the Solicitor to the Council

Staffing:

Yes ☐

No ☒

Details:

There are no staffing issues.

On behalf of the Head of Paid Service

DECISION INFORMATION

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: BDC: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> NEDDC: Revenue - £100,000 <input type="checkbox"/> Capital - £250,000 <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	District wide
Consultation: Leader / Deputy Leader <input type="checkbox"/> Cabinet / Executive <input type="checkbox"/> SAMT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	No Details:

Links to Council Ambition (BDC)/Council Plan (NED) priorities or Policy Framework including Climate Change, Equalities, and Economics and Health implications.

The council's Ambition priorities for business growth.

DOCUMENT INFORMATION

Appendix No	Title
1	Scoring Matrix
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	

APPENDIX 1 – SCORING MATRIX

Score	Grant
24 and under	up to £1,500
25 - 39	up to £2,500
40+	up to £5,000

Impacts	Question	Answer	Score	Weighting
a) Number of employees	Business size – number of employees (headcount) based in Bolsover District (excluding owner/proprietor)	0 -2	1	1
		3-10	3	
		11-49	5	
b) Level of on-going fixed costs	Annual business premises costs	Less than £5,000	1	3
		£5,001- £15,000	3	
		More than £15,000	5	
c) Trading status	Impact of Covid-19 on business trading	Open throughout / full trading online	1	1
		Partial trading / recently opened or trading online	3	
		Closed throughout / no trading online	5	
d) Financial impacts	Impact of Covid-19 on business turnover	Up to 30% down	1	2
		31-49% down	3	
		50% or more down	5	

e) Other income	Eligible business sole or primary income	Sole	5	1
		Primary - more than 50%	3	
		49 - 33%	1	
		Less than 33%	0	
f) Other funding	What Covid-19 related funding has your business received?	None	5	2
		Any	0	
g) Is business in identified priority sector		Yes	5	1
		No	0	

Bolsover District Council

Executive

31st January 2022

Tenant Alteration and Improvement Policy

Report of the Portfolio Holder for Housing

Classification: This report is public

Report By: Victoria Dawson – Assistant Director of Housing Management and Enforcement

Contact Officer: Andrew Clarke – Operational Repairs Manager

PURPOSE / SUMMARY

To advise Members of the updated Tenant Alteration and Improvement Policy and to seek formal approval of the Policy.

REPORT DETAILS

1. Background

- 1.1 Bolsover District Council owns and manages its housing stock consisting of 5019 properties as of August 2021.
- 1.2 All tenants are entitled to make a request for alterations of improvements to their home and the Council will not unreasonably refuse permission. The Council may impose conditions, and there may be genuine reasons why permission must be refused.
- 1.3 The updated Tenant Alterations and Improvement Policy outlines Bolsover District Council's approach to considering requests made by a tenant to undertake works to their home to ensure that the housing stock is well maintained, and any changes do not have a detrimental effect on the value of or let-ability of the properties.

2. Details of Proposal or Information

- 2.1 Having reviewed the request for alterations and improvements over the past 12 months the Council has been able to update the policy and make it more straight forward for tenants and officers alike. In addition, the internal procedure when dealing with requests to make this a quicker and more streamlined procedure has been reviewed. These internal amendments are reflected within the Policy.
- 2.2 All requests must be made in writing, providing sufficient detail to be able to consider the request. The Council has a preferred form to be completed which is attached at appendix 1 of the Policy. If appropriate, permission is confirmed in

writing, together with any conditions which are required. A form is enclosed with this letter which the tenant is required to complete and return when the work is completed. Permission is granted for 12 months and if work is not commenced within that time, a tenant would need to re-apply.

- 2.3 In order to simplify the process, a list of alterations or improvements which would have “automatic” approval, and which we would not need to inspect after the work has been completed, has been added. In these cases, a tenant is required to submit a request for permission form but a letter would be sent to confirm permission is granted, and any specific condition that is to be followed. For example, a tenant does not need formal permission to have a shed no bigger than 6ftx 4ft but the location of this needs to be 1 metre from the boundary line and 3 metre from the property.
- 2.4 For some requests permission will be granted on conditions and an officer will need to inspect the work has been done to the correct standard and complies with any conditions. For these types of cases, the permission letter has been amended to make it very clear what those conditions are.
- 2.5 For some of the more complex requests an officer may be required to attend the property prior to any work being carried out to discuss with the tenant their plans before permission can be granted.
- 2.6 The Policy sets out the internal procedure in terms of inspecting any alterations or improvements and sets out how we will calculate recharges if the work needs to be put right or removed, as well as the recovery process that will be followed. This mirrors the approach set out in the Rechargeable Repairs Policy.
- 2.7 In some cases, tenants are entitled to compensation for work that they have carried out to their home at their own expense. This compensation is only available should the tenant leave the property and takes into account depreciation and wear and tear. The policy sets out the legislation on this and how any compensation would be calculated and paid to the tenant.
- 2.8 There is a formal appeals process where a tenant is given an opportunity to challenge the reasons of the decision to refuse permission or the conditions imposed for recharge or the recharge amount. Appeals are directed to the Repairs Team and decisions are made jointly with the Operational Repairs Manager and the Housing Enforcement Manager. If this is challenged further, it is dealt with as a complaint in accordance with the Council’s Complaints procedure.
- 2.9 A copy of the draft, updated Policy is attached as **Appendix 1**, with amendments shown by way of track changes.

3. Reasons for Recommendation

- 3.1 It is considered good practice to have a policy which sets out the Council’s approach to tenant alterations and improvements.
- 3.2 The policy which sits alongside and supplements the tenancy agreement ensures that all tenants are aware of their rights and responsibilities, but also ensures that officers involved in housing repairs and tenancy management, adopt the same fair

but firm approach and takes account of the need to consider equality and proportionality when taking any action.

4. Alternative Options and Reasons for Rejection

- 4.1 The updated Policy is considered necessary so that members of the public are aware of the Council's approach to these requests, payment of compensation or recovery of recharges and in what circumstances these arise.

RECOMMENDATIONS

1. That Members approve the updated Tenant Alteration and Improvement Policy.

IMPLICATIONS

Finance and Risk: Yes ☐ No ☒

Details:

The policy outlines Bolsover District Council's approach to the request for improvements or alterations to a council property. Where alterations are carried out below the required standard or cause damage to the property, the policy sets out how charges incurred by the Council are calculated to put the work right. In addition, where the improvement is carried out at the tenants own expense, a statutory scheme sets out the amount of compensation due.

On Behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

Tenants are entitled to make a request for alterations or improvements to their home. The Council will not unreasonably refuse permission but may impose conditions when granting permission. Where alterations or improvements have been carried out without permission or are considered dangerous, the Council will put this right and can recharge the tenant under the terms of the Tenancy Agreement.

On Behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

There are no staffing implications in the report or arising from the updated Tenants Alteration and Improvement Policy.

On behalf of the Head of Paid Service

DECISION INFORMATION

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: BDC: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> NEDDC: Revenue - £100,000 <input type="checkbox"/> Capital - £250,000 <input type="checkbox"/> <input checked="" type="checkbox"/> Please indicate which threshold applies	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No
District Wards Significantly Affected	District wide Policy but no wards significantly affected
Consultation: Leader / Deputy Leader <input type="checkbox"/> Cabinet / Executive <input type="checkbox"/> SAMT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input checked="" type="checkbox"/>	Yes Details: Portfolio Holder, Customer Service Scrutiny

Links to Council Ambition (BDC)/Council Plan (NED) priorities or Policy Framework including Climate Change, Equalities, and Economics and Health implications.
Customer Services - Providing good quality council housing where people choose to live

DOCUMENT INFORMATION

Appendix No	Title
1	Draft Tenant Improvement and Alteration Policy
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	

Tenant Alteration and Improvement Policy

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 [policy title here]

Policy Details	Comments / Confirmation (To be updated as the document progresses)
Policy title	Tenants Alterations and Improvements
Current status – i.e. first draft, version 2 or final version	version 2
Policy author (post title only)	Assistant Director of Housing
Location of policy (whilst in development) – i.e. L-drive, shared drive	
Relevant Cabinet Member (if applicable)	Councillor Sandra Peake
Equality Impact Assessment approval date	
Partnership involvement (if applicable)	
Final policy approval route i.e. Executive/ Council	Executive
Date policy approved	
Date policy due for review (maximum three years)	
Date policy forwarded to Improvement (to include on Intranet and Internet if applicable to the public)	

1. Introduction

Bolsover District Council recognises that tenants have a right to carry out improvements to their Council owned homes. This policy sets out how we deal with requests to carry out alterations or improvements.

2. Scope

This Policy sets out Bolsover District Council's approach to tenants' rights to make alterations and improvements in their homes.

This policy applies to all secure tenants of Bolsover District Council, including sheltered housing tenants.

This policy does not apply to non-secure tenants as they are not permitted to make alterations to their property.

This policy does not apply to leaseholders or those who live in former council properties that have been sold under the right to buy, with the exception of Section 4(g).

3. Principles

The Council recognises that:

- Tenants have a right to make alterations and improve their council homes, if they have gained written consent from the Council.
- Any improvements to the home need to be of a standard that is acceptable to the Council, and in line with legal and regulatory guidelines
- Clear guidance is needed on what we will (and will not accept), any conditions that we will apply and what will happen to the improvement at the end of the tenancy.
- The need to advise tenants on their statutory right to compensation and when this applies.

4. Granting Permission

It is a condition of a tenancy that tenants seek permission from the Council, as their landlord, before starting any alterations or improvements.

Any request to carry out improvements or alterations should be made in writing. The Council approved application form is attached at Appendix 1. The tenant should show the type and extent of the improvement or alteration, and if they employ a contractor details of that contractor, along with estimated cost.

Permission is not needed for minor issues such as internal redecoration. There are some improvements and alterations that do not require express permission however you are expected to notify the Council. A list of automatic permissions is enclosed in Appendix 2. This is not intended to be an exhaustive list, and Officers will need to exercise discretion within this guidance.

If there is sufficient information contained within the request to make a decision, and the request is simple, a response may be made in writing. However, in most cases a site visit will be needed to clarify the request.

If the permission is granted the tenant will be informed in writing that this has been accepted. However, in most cases this will be conditional on the improvement or alteration meeting certain standards. In particular the response from the Council will make it clear that:

- The work is carried out to a standard that is acceptable to the Council
- The Council will not bear any of the costs of the improvement
- The tenant will ensure that all debris is removed from site and disposed of in a responsible manner. The tenant is responsible for ensuring that any other permissions are granted this includes planning permission, building regulations approval, permission from the County Council for dropped kerbs and any other permission that may be needed for the type of property, location and the extent of proposed works.
- Some properties that are in conservation areas (e.g. New Bolsover) may need specific permissions. The tenant is responsible for obtaining these.
- That if, in the opinion of the Council, the improvement causes damage to the property, the tenant is fully liable for rectifying the damage.

The response will also make it clear if there are other conditions that the improvement or alteration must meet. These include, but are not limited to:

- Using a qualified contractor (this will always apply if the work involves anything to do with either the electrical or gas supply)
- If there are any restrictions on the size or location of the improvement (for example all sheds must be at least 1 metre away from any boundary and 3 metre from the property).
- Any standards of construction that must be applied.
- If there is any restriction as to the use of the improvement (for example a garage for the use of a private motor vehicle only).

The response will also make it clear what will happen at the end of the tenancy. Either the improvement will be left in the property and the Council will assume responsibility for future maintenance (this may be subject to a final check at the end of the tenancy) – or, the tenant will be expected to remove the improvement and make good any damage this causes.

The response will also set a timescale for the completion of works, and make it clear that there will be an inspection of the works upon completion.

The tenant will also be informed if the repair falls under the tenant improvements scheme (see below).

The tenant should not commence work, or make arrangements with contractors until the Council has given written permission for works.

There are some improvements where the tenant will always be required to make good at the end of the tenancy. A failure to do so would give rise to recharges against the tenant and will be recovered in accordance with the Rechargeable Repairs Policy. Examples of these types of improvements are shown below;

- Greenhouses
- Glazed or partially glazed internal doors.
- Light fittings and any other non-standard electrical fittings
- Kitchens with 'built in' appliances.
- Satellite TV aerials (including fixing holes)

(NOTE: this is not an exhaustive list)

5. Refusing Permission

The Council will not unreasonably refuse permission for improvements but may impose conditions when granting permission.

The Council will not accept improvements where, in the opinion of the Council, the proposal:

- is to the detriment of the property (for example removal of internal walls);
- would make the property more difficult to let;
- reduces the overall value of the property; or
- where there will be any additional cost to the Council and/or long term maintenance of the property
- reduces the number of bedrooms in the property (except if this is an adaptation agreed by the council to suit serious medical needs), or
- Would cause excessive nuisance to neighbours
- Would breach planning/building regulations or any other relevant legislation
- The environmental impact of the property is considered to be detrimental to the surrounding area

If a tenant is refused permission they will be informed in writing within 20 working days of the receipt of application. The tenant may submit revised proposals for consideration.

Retrospective Permission

If a tenant has not applied for permission to carry out alterations or improvements they must request retrospective permission. Any request will be expected to meet the same standards as a new request. No allowance is made for the fact that work has already been completed.

If the work involves any changes to the electrical or gas systems in the property a safety check will always be carried out. The tenant will be charged for this safety check in accordance with the Rechargeable Repairs Policy.

If permission is not granted, or rescinded the tenant will be given a reasonable period of time, normally 28 days, for them to remove the work and to make good. This timescale may be extended with the agreement of the Operational Repairs Manager or the Strategic Repairs Manager. If the work is not completed the Council will consider appropriate enforcement action against the tenant, for which they will be liable for the costs. Costs may consist of various elements as follows;

- The costs of the repair (including time and materials, based on BDC Minor Work Contract Rates applicable at the current time)
- The costs of any call out fee if out of hours or an emergency

- The cost of any specialised reports and or contractors needed
- VAT if applicable
- A 20% admin charge (up to a maximum of £500)
- Legal costs incurred should a money judgement be obtained.

6. Completion of Works

The tenant will be required to provide the Council with confirmation that the work has been completed, in accordance with granted permissions. A form is provided at the time permission is granted for the tenant to complete and return. All improvements will be inspected on completion.

If the improvement does not meet the required standard the tenant will be given 28 days (or less if the improvement is unsafe or dangerous) to put this right, or will be required to remove the improvement and to make good.

If the tenant refuses or is unable to carry out this work, the Council will carry this out and recharge the tenant and/or take other legal action, for which they will be liable for the costs

If the works meet the required standard the tenant will be informed in writing with 20 working days of receipt of application.

It should be noted that permission granted for 12 months. If the work is not commenced within this time frame the permission lapses and a new application would need to be made.

7. Compensation for Improvements

In some cases tenants are entitled to compensation for repairs they have carried out, to their home at their own expense This compensation is only available should the tenant leave the property, and takes into account depreciation, and wear and tear, but not when there is a mutual exchange. This is a statutory scheme in accordance with s99A of the 1985 Housing Act. This only applies to improvements carried out since 1 April 1994.

The following table lists the improvements tenants can make to their home at their own expense, for which compensation may be considered at the end of the Tenancy. The list states the average associated normal life.

QUALIFYING IMPROVEMENT	NOTIONAL LIFE IN YEARS.
Bath or shower	12
Wash hand basin	12
Toilet	12
Kitchen sink	10
Kitchen or bathroom cupboards	10
Work surfaces in kitchens	10
Space or water heating	12
Thermostatic radiator valves	7
Insulation of pipes. Water tank	10
Loft insulation	20

QUALIFYING IMPROVEMENT	NOTIONAL LIFE IN YEARS.
Cavity wall insulation	20
Draught-proofing - external doors/windows	8
Double-glazing or external window replacement	20
Rewiring or provision of power and other electrical fittings (eg smoke detectors)	15
Any object which improves security, excluding burglar alarms	10

This only applies to 'qualifying improvements' where the tenant has the written permission from the Council

Only the tenant can qualify for this compensation.

Calculating compensation

The amount of compensation owed to a tenant is calculated in line with the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994. The compensation is calculated by using the basic cost of the improvement (the tenant will need to supply receipts) and relating that to the notional life of the fitting. The allowance is calculated by multiplying the costs of the improvement by the by the number of actual years that the fitting had been in place, divided by the notional life. No allowance will be made for the tenants own time or labour when installing the improvement.

Compensation = Cost × (1-(Years since installation/Nominal Life))

Worked example

Compensation for a kitchen sink that has been in the property for 2 years and cost £200.

$£200 \times (1 - 2/10) = £160$ in compensation payable.

The maximum amount payable under the scheme is £3,000.

The amounts may be adjusted for a number of reasons:

- If the tenant has any housing related debt with the Council
- If there is excessive wear and tear to the improvement.
- the cost of the improvement work is considered excessive
- the improvement effected by the work is of a higher quality than it would have been had the Council effected it

Any claim must be submitted within 14 days after the tenancy end date.

There are situations when compensation would not be paid, for example:

- If the amount is less than £50.
- If the tenancy is ended because the Council obtained a possession order against the tenant

- If the tenant has bought the property under the Right to Buy scheme.
- If the property has been sold under its general powers of land disposal.
- If a tenant stays in the dwelling concerned and starts a new tenancy as a result of, say a relationship breakdown etc.

8. Appeals

If the tenant is unhappy with either the refusal of their request or the conditions that are imposed, they may appeal to the Housing Repairs Team. Appeals should be in writing setting out reasons why they object. Documentary evidence to support the appeal/dispute should be provided where possible.

A decision will be taken by the Operational Repairs Manager, and Housing Enforcement Manager and will be confirmed in writing.

If the tenant is not satisfied with the outcome of the appeal or dispute, their complaint will be entered into the Council's Complaints Procedure

As the Compensation scheme is a statutory scheme there can be no appeal except where the Council has adjusted the compensation payable. These appeals will be considered by the Head of Housing.

9. Leaseholders

This policy primarily applies to Council tenants, and not leaseholders. Leaseholders should consult their lease agreement and the leaseholder's handbook for information on carrying out improvements to leaseholder properties. Leaseholders should be aware that no alterations should be carried out to the external fabric of the building without the express permission in writing from the Council. Requests should be made in writing to the Housing Department.

10. Responsibility for Implementation

The responsibility for administration, inspections, deciding conditions and communication with Tenants is with the Housing Repairs Team, with Housing Management consultation.

The responsibility for considering compensation at the end of the tenancy lies with the Housing Repairs Team.

The Repairs Management staff are responsible for monitoring compliance.

NOTE: This policy should be read in conjunction with the Tenant Rechargeable Repairs policy.

11. Appendices

BOLSOVER DISTRICT COUNCIL

Housing Services

Application for permission to carry out work to a Council Property

Please use this form to apply for permission to carry out alterations/improvements to your Council house or flat. There are some alterations and improvements that will not need express permission. Please check the Tenants Alteration and Improvement Policy, appendix 1 or contact the repairs team on 01246 242424 prior to completing this form.

This form should be completed if you are seeking to undertake things like:

- Altering, improving, or enlarging the house, or its fixtures or fittings;
- Adding new fixtures or fittings, for example kitchens or bathrooms; central heating or other fixed heaters, double glazing or any kind of external aerial or satellite dish; putting in new light fittings;.
- Putting up a garden building, for example garage, shed (if larger than 6ft x 4ft) greenhouse (if larger than 6ft x 4ft) or other structure;
- Decorating the outside of the house;
- Laying/forming a new driveway;
- Laying wooden or laminate flooring.
- Any electrical works

The Council will not refuse permission unreasonably, but we may apply some conditions regarding the standard of work and who does it – see below. We may also want to come out and speak to you about it or to have a look at where you want to put your shed, for instance.

You may be entitled to some compensation for certain improvements at the end of your tenancy – for details please see:

<http://webarchive.nationalarchives.gov.uk/20120919132719/http://www.communities.gov.uk/documents/housing/pdf/138337.pdf>

Your Name(s)
Your Address
Telephone number:
E-mail address:

Please give details of the alteration or improvement you wish to carry out. Please give us as much information as you can, including photographs, plans, drawings or brochures. Please give the size of any shed or outbuilding and the distance from the house/property boundary. If the work requires anything to do with the electrical or gas supply please provide details of the qualified contractor you will be using. Please also tell us what materials you will be using:

Approximate cost of works:

Name of contractor, if appropriate:

General:

- Bolsover District Council must not incur any costs relating to this work;
- You are responsible for obtaining any Building Regulations or Planning Permission that may be required. The Council will require copies of these documents **prior** to commencement of the works.;
- You must ensure that any works do not cause nuisance or disruption to neighbours or impede any public footpath;
- You must ensure that you do not disturb any services that may be underground – if you need advice on this, please ask us;
- You must not cause any damage to existing fences, gates or pathways etc.;
- The works should be carried out to a standard acceptable to Bolsover District Council – the Council may inspect the finished work;
- You will be responsible for repairing any damage to the existing fabric and fittings of the property caused by the alteration work. If the Council has to repair any such damage, you will be recharged the cost of this work.
- You are advised to retain all receipts and invoices for the alterations as you may qualify at a future date for financial recompense under the Compensation for Improvement scheme – see above;

Sheds and garages:

- If you are erecting a shed, it must be no larger than 2400mm x 1800mm (8ft x 6ft) and must not block daylight to the neighbours garden or windows. There must be at least 1000mm clearance/ access around the shed for any works/ inspections; they must also be sited 3000mm from the rear of the property; Sheds and garages must be made of materials approved by Bolsover District Council and must be maintained properly e.g. by regular painting. If you are erecting a garage, you will be responsible for the necessary alterations to fences, gates, etc. and you must obtain written consent from Derbyshire County Council for pavement crossings and dropped kerbs. Gates should be in keeping with existing fencing; Garages and sheds must not be used for the running of businesses or garaging of commercial vehicles unless written permission has been granted by the Council;
- If you wish to install an electric supply to a garage, shed, outbuilding, etc., you must obtain the Council's written permission and the work must be undertaken by a qualified electrician. You will be required to provide an Electrical Safety Certificate once the work is complete.

Other alterations:

- You must ensure that the installation of an outdoor tap does not affect the property's plumbing and can be isolated in the winter months. You will be responsible for its on-going maintenance and any damage that it may cause if defective;
- You must ensure any satellite dish is installed by a qualified person using the appropriate fixings and it must not cause any damage to the property; this is particularly important if your home has had external wall insulation and render installed recently – please ask for advice.
- Please be aware some properties have external insulation so need longer fixings bolts to prevent damage. This also applies when fixing Christmas decorations to the walls. If permission is granted for erection, when fixings are removed the holes must be filled to prevent water ingress;
- Any minor electrical works must have a Minor Works Certificate meeting BS7671.

Laminate flooring:

- Please note that even if we give permission, you lay laminate flooring at your own risk. If we need to take it up to effect a repair, you will be responsible for the cost of re-laying it – we will not do this for you.

Please be aware that you will be required to re-instate the existing fabric and fittings at the

end of your tenancy – for instance, if you take a shed with you, any base or hard-standing must also be removed. If we have to carry out this work, we will recharge you the cost of it.

I have read the conditions above and if the Council grants permission, I agree to abide by these conditions.

Signed..... (Tenant)

Date

Signed..... (Joint tenant)

Date

Housing Maintenance Officer notes:

Housing Maintenance Officer

Date of Inspection (if required)

List of automatic permissions

Permission is not needed for minor issues, although tenants are required to notify the Council of any alterations or improvements. Whilst this is not an exhaustive list, the following gives examples of where consent would be automatic.

- A water meter, gas or electric meter can be fitted so long as there is no costs to the Council and no damage to the property
- A smart meter can be fitted so long as there is no costs to the Council and no damage to the property
- Satellite TV, although you will need to check if any Planning Permissions are needed, this is often dependent on size and location. You must ensure any satellite dish is installed by a qualified person using the appropriate fixings and it must not cause any damage to the property; this is particularly important if your home has had external wall insulation and render installed recently – please ask for advice.
- Outside tap, you must be able to isolate in the winter months and you will be responsible for its on-going maintenance and any damage that it may cause if defective;
- Security lights and battery operated door bells, so long as they do not affect the structure. Please note any electrical fittings need to be certified.
- Key safe, so long as doesn't affect the structure of the building
- A Shed no larger than 6ftx4ft which is 1 metre from the boundary line and 3 metre from the property. If any electrics installed a certificate will need to be provided.

Appendix 3 examples of where charges may be made

Examples of when tenant will be charged for permission.	Examples of where no charge will be made
a. Gas or electricity installations where permission has not been granted (or conditions not followed)	i. Adaptations to suit disability or ill-health (except a or b)
b. Installations where the Council need to obtain certifications to verify standards	ii. Alterations which, in the opinion of the council, improve the property, and permission is granted prior to work (except b, e,)
c. Any alterations where the tenant is requesting retrospective permission where a visit is needed.	iii. Permission to supply gas to a property where there is no current supply. Where permission is granted (except b,e)
d. At the end of a tenancy where a tenants is seeking to leave an installation with either no permission or the original permission was conditional on removal	iv. Most internal installations such as replacement of doors, kitchens, bathroom suites etc where permission is granted prior to start of work (except b,d,e)
e. Where the council incur additional costs in providing permission (for example if a structural inspection is needed)	v. Simple external alterations such as installation of shed or fencing where prior permission is granted.
f. When the tenant wants to complete a mutual exchange which requires an electrical safety check.	
g. Installations such as satellite dishes, CB aerals or external CCTV systems which need fitting to an external wall (permission will not be granted for fitting to a chimney).	

Bolsover District Council

Executive

31st January 2022

Housing Tenancy Agreement

Report of Cllr Sandra Peake, Portfolio Holder for Housing

Classification: This report is public

Report By: **Victoria Dawson – Assistant Director Housing Management and Enforcement**

Contact Officer: **Victoria Dawson – Assistant Director Housing Management and Enforcement**

PURPOSE / SUMMARY

To seek approval to commence consultation on a draft new Council Housing Tenancy Agreement.

To grant the Assistant Director of Housing Management and Enforcement delegated powers to adopt the Tenancy Agreement, in consultation with the Leader, Deputy Leader and Portfolio Holder for Housing, subject to any changes following the public consultation.

REPORT DETAILS

1 Background

- 1.1 The Council's housing 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 and 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 at Appendix 1 and the draft new tenancy agreement is attached at Appendix 2. The changes proposed are summarised below and in the attached summary document 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 draft 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; either 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.
- 2.7 Section 103 of the Housing Act 1985, sets out very clear rules that have to be complied with when Local Authority landlords wish to vary the terms of tenancy for existing tenants. The Council must serve a preliminary notice on the tenant:
- informing the tenant of the Council's intention to serve a notice of variation;
 - specifying the proposed variations and their effect; and
 - ask the tenant to comment on the proposed variation within such time, specified in the notice, as we consider reasonable;
- 2.8 The Council must then consider any comments made by the tenant within the specified time. Following this, The Council must then serve a notice of variation on the tenant which must contain the actual variations being proposed, incorporating additional changes (if any) brought about by comments received through the preliminary notice process and the date on which the variation will take effect, that date being no less than four weeks of the date of the notice;

- 2.9 The Council must include any information that it considers necessary to inform the tenant of the nature and effect of the variation.
- 2.10 A suggested timetable is shown below which illustrates the actions required.

Action	Date
Preliminary notice with draft tenancy agreement to be served for consultation	End February 2022
Preliminary notice period ends	29 April 2022
Consideration of comments	Completed by 20 May 2022;
New agreement finalised	Completed by 27 th May 2022
New agreement printed	Completed by 24 th June 2022
New agreement comes into force	27 th June 2022

- 2.11 For clarity, anyone who becomes a tenant of the Council after the commencement of formal consultation will be required to sign the existing tenancy but will also be served with the necessary notice and draft tenancy so that with effect from 27th June all tenants will be subject to the new agreement.

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 tenants' rights.
- 3.3 This agreement strengthens the Council's 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.

RECOMMENDATIONS

1. To approve the commencement of public consultation on the new Council Housing Tenancy Agreement at Appendix 2
2. To grant the Assistant Director of Housing Management and Enforcement delegated powers to adopt the Tenancy Agreement, in consultation with the Leader, Deputy Leader and Portfolio Holder for Housing, subject to any changes following the public 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 this report

On behalf of the Head of Paid Service

DECISION INFORMATION

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: BDC: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input checked="" type="checkbox"/> NEDDC: Revenue - £100,000 <input type="checkbox"/> Capital - £250,000 <input type="checkbox"/> <input checked="" type="checkbox"/> Please indicate which threshold applies	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No
District Wards Significantly Affected	No
Consultation: Leader / Deputy Leader <input type="checkbox"/> Cabinet / Executive <input type="checkbox"/> SAMT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Yes Details:

Links to Council Ambition (BDC)/Council Plan (NED) priorities or Policy Framework including Climate Change, Equalities, and Economics and Health implications.
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 New Tenancy Agreement
3	Summary of Change document
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	

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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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 co2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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	

INSERT PRIVACY STATEMENT

INSERT EQUALITY POLICY STATEMENT

SUMMARY OF CHANGES

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 to 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 allows 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 like to cause an obstacle to anyone, mobility scooters must not be stored or charges 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	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;	To reinforce health & safety requirements, fire regulations and how communal areas are used.

			<p>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 CO2 alarms should be tested and any malfunctions reported immediately</p>	
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	<p>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.</p> <p>In addition the new TA prohibits barriers or gates to be erected over shared access paths and that the Councils decision is final in any boundary dispute.</p>	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 allow 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 great 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 tenants 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 on 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 more fit for purpose and to reflect a number of legislative changes.	Antisocial behaviour
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.	Assignment
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 complaint 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 all been breaches of 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 completed excluded	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

Executive

31st January 2022

52 Week Rent Period

Report of Councillor Sandra Peake, Portfolio Holder for Housing

<u>Classification:</u>	This report is public
<u>Report By:</u>	Victoria Dawson, Assistant Director Housing Management and Enforcement
<u>Contact Officer:</u>	Victoria Dawson, Assistant Director Housing Management and Enforcement

PURPOSE / SUMMARY

To consider moving from the current 48 weeks per year housing rent collection cycle to a 52 week rent collection cycle.

REPORT DETAILS

1 Background

- 1.1 Currently the Housing Service collects rent over 48 weeks per year enabling two “rent free weeks” at the end of December and two more at the end of the financial year (near Easter). In actual fact, the term “rent free” is misleading. The annual rent for a property is currently divided by 48 weeks instead of by 52. This has the effect of making the tenant pay more on those weeks in which rent is charged than they would if it was spread evenly across all the weeks in the year.
- 1.2 The Council’s tenancy agreement contains a clause which states that tenants must pay their rent weekly in advance every Monday.
- 1.3 It is proposed to move from a 48 week rent collection cycle to a 52 week rent collection cycle. This is an operational change to assist tenants who receive the Universal Credit (UC) form of benefits, and allow for more efficient rent collection for the Housing Service.

2. Details of Proposal or Information

- 2.1 The “rent free” weeks were implemented for administrative reasons before rent collection was automated. The Housing Service used rent collectors at that time but we now offer other methods of rent payment. For example, tenants can pay their rent by Direct Debit on a weekly or monthly basis and we also offer

telephone payments, online payments and there is a payment kiosk at each of the four Contact Centres.

- 2.2 The “rent free” weeks were previously seen as a time when tenants in arrears could reduce their rent debts.
- 2.3 This proposal would be a change for tenants, however, it would result in tenants paying a slightly lower amount each week. As an example, if the rent for a property is £5000 each year and charged over 48 weeks, a weekly payment of £104.17 per week is due. However, if the rent were to be charged over 52 weeks, this reduces the total due each week to £96.15.
- 2.4 Universal Credit is worked on a 52-week cycle. Housing costs are included in the payments of Universal Credit and tenants are expected to pay their rent themselves. Previously, Housing Benefit was paid direct to the rent account. For those who are new to Universal Credit, they can find it difficult to manage this change, as they receive 12 equal payments. Currently, if they do not pay an additional sum each week on top of what they are paid in respect of housing costs, their rent accounts will go into arrears.
- 2.5 There is no statutory consultation required for the rent collection proposal, however tenants will be notified in advance of the changes to ensure minimum disruption. Some tenants like the “rent free” period and it is, therefore, important to communicate the reasons for the change and to provide maximum support to all tenants throughout. In particular, it will be important to communicate the need to pay every week in the lead up to the former ‘rent-free’ periods

3. Reasons for Recommendation

- 3.1 By switching to a 52 week rent year, the Council will be aligning the rent account payment requirements to the Universal Credit payment cycles. Tenants will see a weekly reduction in their weekly rent which should make budgeting easier. In turn, this should have a positive impact upon the level of rent debt, and also reduce levels of stress and anxiety for those who are finding it hard to pay on time.
- 3.2 The main rationale for the change is to allow those in receipt of Universal Credit to spread the cost of their rent throughout the year and to ensure that their rent accounts are kept up to date as much as possible.
- 3.3 There is also a need to ensure that a rent payment culture is embedded in all aspects of housing service delivery. There is a tension between having weeks which are called “rent free” in an era where Officers are trying to encourage tenants to establish a payment habit and to keep their accounts up to date. By setting the expectation of a payment for every week of the year, it would minimise the situation where a tenant could claim that they had been under the impression that they were not required to pay rent because there had been a rent free week, or that their debt will be cleared because they intend to use the rent free weeks as an opportunity to make additional payments.

4 Alternative Options and Reasons for Rejection

- 4.1 Do nothing. This option is rejected because the proposal to move to a 52-week rent collection pattern will enable a more transparent service for tenants, will allow for better budgeting (aligned to benefit payments) and is consistent with most other household bills as well as providing a more efficient collection process for the Housing Service.

5. RECOMMENDATIONS

- 5.1. To approve the proposal to move to a standard 52 week rent collection cycle from April 2022.

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

IMPLICATIONS

Finance and Risk: Yes ☐ No ☐

Details:

The recommendation to move to a 52 week rent collection cycle will assist tenants to pay their rents and reduce arrears as it enables greater transparency and aligns with Universal Credit payments (where applicable).

There may be some changes required to standard letters and IT processes, however, it is expected they will be contained within existing budgets; therefore, there is no additional financial cost to the organisation in moving to a 52-week collection period.

On Behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☒ No ☐

Details:

Any legal implications are identified within the report.

On Behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

There are no staffing issues arising from the proposed operational changes to frequency of rent collection.

On behalf of the Head of Paid Service

DECISION INFORMATION

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: BDC: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input checked="" type="checkbox"/> NEDDC: Revenue - £100,000 <input type="checkbox"/> Capital - £250,000 <input type="checkbox"/> <input checked="" type="checkbox"/> Please indicate which threshold applies	No
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	No
District Wards Significantly Affected	No
Consultation: Leader / Deputy Leader <input type="checkbox"/> Cabinet / Executive <input type="checkbox"/> SAMT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Yes Details:

Links to Council Ambition (BDC) priorities or Policy Framework including Climate Change, Equalities, and Economics and Health implications.
Customers – Increasing customer satisfaction with our services Economy - Ensuring financial sustainability

DOCUMENT INFORMATION

Appendix No	Title
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	

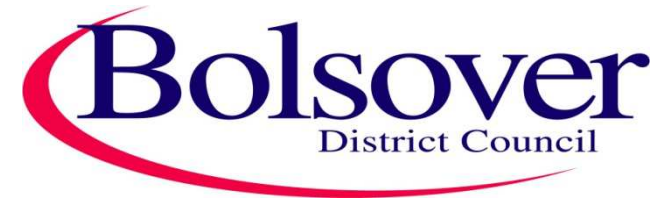
Medium Term Financial Plan 2022/23 to 2025/26

Introduction to the report



- Finances for the Council for the years 2022/23 to 2025/26.
- Includes revenue and capital expenditure.
- Includes General Fund (GF) and Housing Revenue Account (HRA) expenditure and income.
- Council Tax implications are discussed.
- HRA dwelling rents are proposed.
- Capital Programme detailed.
- The report contains:
 - Appendix 1 is GF summary
 - Appendix 2 gives the GF detail.
 - Appendix 3 is HRA summary
 - Appendix 3 table 1 gives HRA fees and charges
 - Appendix 4 gives the capital programme detail

Revenue or Capital?



- The revenue budget is the term used to describe the amount spent on the Council's day-to-day running of services.
- In addition to the costs of running services, we also have to fund the costs of borrowing money to pay for capital assets.
- The capital budget covers the money the Council spends on investing in or the construction of buildings, infrastructure and expensive pieces of plant or equipment.
- It also includes grants and advances made to the private sector for capital purposes, such as grants for disabled adaptations.
- As a Council we have decided anything costing less than £10,000 is automatically revenue, unless a number of the same item are purchased such as photocopiers.

What is the HRA?



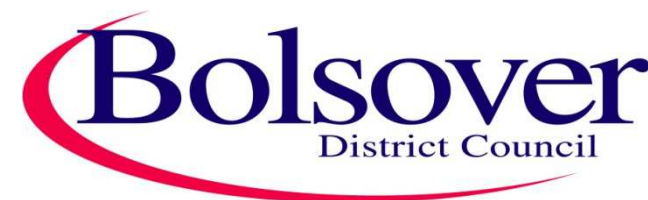
- Housing Revenue Account
- 'Councils with more than 50 properties are required to maintain a separate account that contains all the income and expenditure necessary to manage and maintain their housing stock.'
- This is a ring-fenced account and all transactions must be kept separate from other Council income and expenditure.
- The Council must balance the HRA each year, they must not budget for a deficit after the working balance is taken into account.
- Housing rents provide the income for the HRA and this must not be used to pay for general fund items.
- The main area of expense is the repair and maintenance of properties and interest and debt repayments.
- Separation applies to revenue and capital expenditure.

What is the GF?



- Any transaction that is not housing is automatically general fund!
- The main sources of income are business rates, council tax and a small amount of government grant.
- The main cost for GF is salaries.
- GF income must not be used to pay for HRA expenditure.
- Again, we have to keep separate, revenue and capital expenditure.

The proposed General Fund revenue budgets



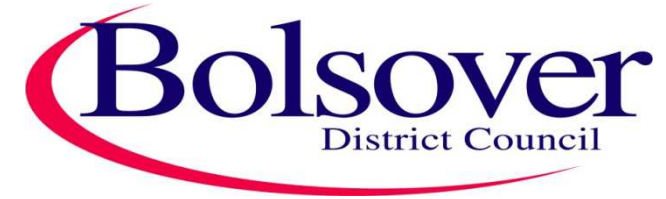
83

	2022/23 Original Budget £'000	2023/24 Forecast £'000	2024/25 Forecast £'000	2025/26 Forecast £'000
Current Budget Shortfall	82	18	0	1,212
Pension costs to be funded by GF balance	(82)	(18)	0	0
Basic assumption for future council tax increases	(112)	(222)	(332)	(442)
Potential new income	(443)	(1,097)	(1,682)	(2,141)
Closing Budget Surplus	(555)	(1,319)	(2,014)	(1,371)

Government Funding

- Yet again a delay to the 'real' Spending Review 2021.
- 2019/20 was rolled over into 2020/21 and then 2021/22 and now it's been rolled into 2022/23.
- New homes bonus extra £0.608m
- Business rates £1.532m
- Revenue support grant £1.232m
- Lower Tier Services grant £0.131m
- 2022/23 Services grant £0.202m
- **These are only a one year benefit!**
- 2023/24 onwards reverts to previous assumptions.
- The Spending Review 2022 is expected to introduce the changes to Local Government funding that we've been waiting for.

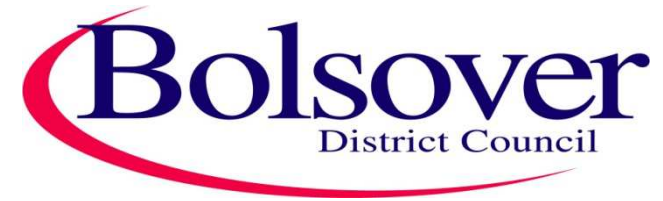
NNDR Growth Protection Reserve



- Established a few years ago from business rates income.
- A savings pot to fund GF for when the growth is taken from us.
- In recent years any excess government income has been transferred in.
- Contributions to and use of, the reserve:

	2022/23 £'m	2023/24 £'m	2024/25 £'m	2025/26 £'m
Movement (to)/from reserve	(0.004)	3.262	2.990	1.802

Council Tax implications – Band D

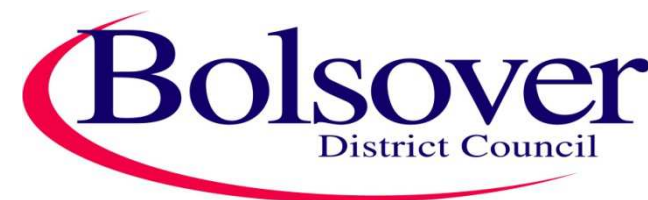


- The Council's part of the bill in 2021/22 was increased by 2.75%.
- This year we are again limited to 2% or £5 whichever is greater.

Increase	New Band D £	Annual Increase £	Weekly Increase £	Extra Revenue £
1%	188.14	1.86	0.04	41,753
2%	190.00	3.73	0.07	83,560
2.68%	191.28	5.00	0.10	112,163

- For 2022/23, 2.68% is proposed, which is £5 for a band D property.

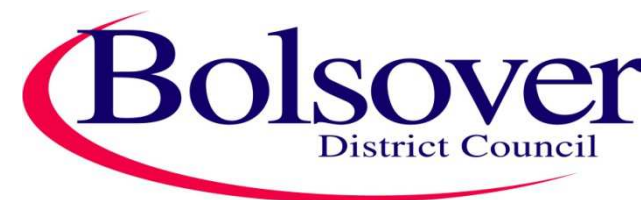
The proposed Housing Revenue Account revenue budgets



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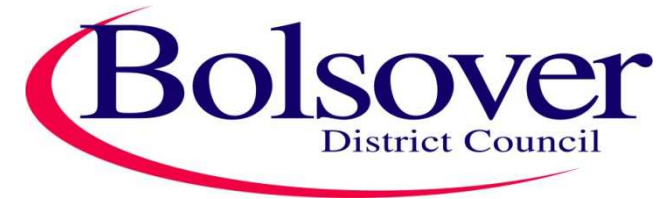
	2022/23 Original Budget £'000	2023/24 Forecast £'000	2024/25 Forecast £'000	2025/26 Forecast £'000
Expenditure	14,139	13,799	14,049	14,255
Income	(22,291)	(22,735)	(23,189)	(23,651)
Net Cost of Service	(8,152)	(8,936)	(9,140)	(9,396)
Depreciation	4,275	4,275	4,275	4,275
Net t/f to reserves and balances	3,877	4,657	4,861	5,111
Net (Surplus)	(0)	(4)	(4)	(10)

Proposed HRA dwelling rents and fees and charges



- In 2021/22 rents were set in line with Government regulations with an increase of Consumer Price Index (CPI) plus 1% = 1.5%.
- For 2022/23 – 2025/26 we are still allowed CPI plus 1%.
- For 2022/23 the increase is 4.1%.
- 2% has been assumed for all future years of the plan.
- Voids (empty property levels) for 2022/23 – 2025/26, 3% has been included. Rents reduced by £673k in 2022/23.
- In 2022/23, 1% of the dwelling rent income means £224k.
- Fees and Charges increased by 4.1% where an increase has been applied.

Proposed Dwelling Rents



- Average rent increases on a 48 week basis, excluding service charges are:

Increase	New Rent Charge	Annual Increase	Weekly Increase	Range of New Rent Charge
4.1%	£88.92	£155.04	£3.23	£64.40 - £115.69
Average for Social Rent properties				
4.1%	£117.11	£204.00	£4.25	£83.79 - £206.12
Average for Affordable Rent properties				

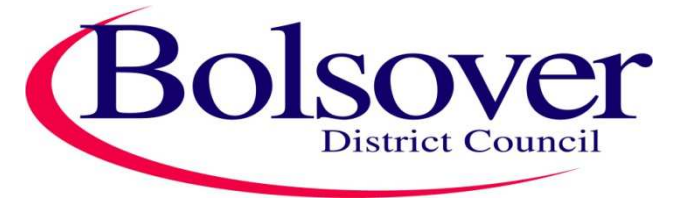
The GF Capital Programme



06

	2022/23 Original Programme £'000	2023/24 Forecast Programme £'000	2024/25 Forecast Programme £'000	2025/26 Forecast Programme £'000
Building Assets	406	310	310	310
IT Schemes	198	156	122	52
Leisure Schemes	40	15	15	15
Disabled Facilities Grants	500	500	500	500
Vehicles and Plant	766	1,578	84	64
GF Total	1,910	2,559	1,031	941

The HRA Capital Programme



	2022/23 Original Programme £'000	2023/24 Forecast Programme £'000	2024/25 Forecast Programme £'000	2025/26 Forecast Programme £'000
New Build Properties	9,000	9,000	8,500	0
Vehicles	351	432	159	0
Public Sector Housing Schemes	5,000	5,387	5,387	5,387
IT Schemes	100	0	0	0
HRA Total	14,451	14,819	14,046	5387

Any Questions?

Bolsover District Council

Executive

31st January 2022

MEDIUM TERM FINANCIAL PLAN 2022/23 to 2025/26

Report of the Portfolio Holder for Finance

Classification: This report is public

Report By: Assistant Director of Finance and Resources

Contact Officer: Theresa Fletcher – 01246 242458
theresa.fletcher@bolsover.gov.uk

PURPOSE / SUMMARY

To seek approval of the proposed budget 2022/23 for the General Fund, Housing Revenue Account and Capital Programme as part of the Council's Medium Term Financial Plan covering the years 2022/23 to 2025/26.

To provide Elected Members with an overview of the Council's financial position in order to inform the decision making process.

REPORT DETAILS

1 Introduction

1.1 This report presents the following budgets for Members to consider:

- General Fund – Appendix 1 and 2
- Housing Revenue Account (HRA) – Appendix 3
- Capital Programme – Appendix 4

In particular financial projections are provided for:

- 2021/22 Current Budget Position – this is the current year budget, revised to take account of changes during the financial year that will end on 31st March 2022.
- 2022/23 Original Budget – this is the proposed budget for the next financial year, on which the Council Tax will be based, and will commence from 1st April 2022.

- 2022/23 Original Budget, this includes proposed increases to rents and fees and charges for the next financial year for the Housing Revenue Account.
 - 2023/24 to 2025/26 Financial Plan – In accordance with good practice the Council agrees its annual budgets within the context of a Medium Term Financial Plan (MTFP). This includes financial projections in respect of the next three financial years.
- 1.2 Once Executive has considered this report and the appendices, recommendations agreed by Executive will be referred to the Council meeting of 2nd February 2022 for Members' consideration and approval.

General Fund

2021/22 Current Budget

- 1.3 In February 2021, Members agreed a budget for 2021/22 to determine Council Tax. The original budget showed a funding deficit of £0.291m. Throughout the year budgets have been actively managed with savings removed from the budget once they have been agreed.
- 1.4 The Revised Budget was considered by Executive at its meeting on the 6th December 2021 and by the Audit and Corporate Overview Scrutiny Committee at its meeting on 25th November. There have been no changes to the budget position since this time. The revised budget funding gap is the planned use of the general fund balance for 2021/22 as agreed in 2020/21 of £0.080m.
- 1.5 The final in-year position will be dependent on the actual financial performance out-turning in line with the revised budgets as there may be further costs and/or savings identified as the year progresses. Whilst these estimates reflect the position at the time of setting there can be some volatility from the budget to the outturn position.
- 1.6 It was agreed that any surplus on the Council's two main revenue accounts be transferred to reserves in preparation for future expenditure and to protect services at a time of declining central government support.

2022/23 Original Budget and 2023/24 to 2025/26 Financial Plan

- 1.7 The financial projection for 2022/23 to 2024/25 was approved by Members in February 2021. The 2021/22 budget process has updated those projections and established a base for 2025/26.
- 1.8 The proposed budgets for 2022/23 and 2023/24 are deficits of £0.082m and £0.018m respectively. As in 1.4 above, this is the planned use of the general fund balance as approved in 2020/21. Based on current information the requirement to achieve financial savings for future years is 2025/26 £1.212m (**Appendix 1**). **Appendix 2** details the net cost of each cost centre by Directorate.
- 1.9 Table 1 on the following page shows the updated figures resulting from the budget process together with estimates of future basic council tax increases.

Also included is an estimate of potential new income from current projects and plans known about by the Council. Some of these we are working on ourselves and some are reliant on developers. At this stage none of this income is realised and is therefore not yet included in our budgets.

Table 1

	2021/22 Revised Budget £000	2022/23 Forecast £000	2023/24 Forecast £000	2024/25 Forecast £000	2025/26 Forecast £000
Current Budget Shortfall	81	82	18	0	1,212
Pension costs to be funded by GF balance	(81)	(82)	(18)	0	0
Basic assumption for future council tax increases	0	(112)	(222)	(332)	(442)
Potential new income	0	(443)	(1,097)	(1,682)	(2,141)
Closing Budget Surplus	0	(555)	(1,319)	(2,014)	(1,371)

1.10 The main factors taken into account in developing the Council's financial plans are set out within the sections below.

Level of Government Funding

1.11 The current financial year 2021/22, was another roll-over settlement. The Spending Review 2020 was effectively a further one-year extension to the four-year settlement that covered the period 2016/17 – 2019/20. (The Spending Review 2019 also covered only one year – 2020/21).

1.12 The Spending Review 2021 was due to cover the years 2022/23 – 2024/25 and it was expected it would provide clarity on the impact of the Fair Funding Review; the abolition of the New Homes Bonus; the fundamental review of Business Rates and the baseline reset of Business Rates. It was anticipated the implications of the Levelling Up White Paper would also be made clearer in the announcement.

1.13 However, the provisional local government finance settlement announced on December 16th was a one-year settlement for 2022/23 only. There were no projected or indicative numbers for the remainder of the spending review period (2023/24 and 2024/25). Therefore, the SR21 is again effectively a roll-over settlement.

1.14 As previously discussed many times, the early indicative results of the above reforms were all detrimental to us as a district Council who has seen much

growth in recent years, both in business rates and New Homes Bonus grant. The removal of these funding streams will have a major effect on our financial position. For this reason a delay in their implementation in their current form is not a bad thing for us.

- 1.15 In his letter of 16th December the Secretary of State for Levelling Up, Housing and Communities (DLUHC) wrote, ***“Government is committed to ensuring that funding allocations for councils are based on an up-to-date assessment of their needs and resources. The data used to assess this has not been updated in a number of years, dating from 2013/14 to a large degree, and even as far back as 2000. Over the coming months, we will work closely with the sector and other stakeholders to update this and to look at the challenges and opportunities facing the sector before consulting on any potential changes. As part of this, we will look at options to support local authorities through transitional protection.”***

- 1.16 The following paragraphs show our government funding for 2022/23 from what we have been told in the provisional settlement and the assumptions we have had to make for future years:

New Homes Bonus

- 1.17 We have been waiting for the results of the Government’s consultation on the future of New Homes Bonus Grant for at least three years. It is widely expected that the grant will be abolished but it is not yet known what, if anything, will replace it.
- 1.18 We have received a roll-over of the current approach to New Homes Bonus with the delay of its abolition and a new allocation for 2022/23 based on our property numbers. We have been able to include an extra £0.608m in grant income for 2022/23.
- 1.19 Nothing has been included in the MTFP for 2023/24 onwards as the assumption that New Homes Bonus will disappear completely was established last year when we removed all the income for future years.

Fair Funding Review

- 1.20 Although delayed for another year it is still not known with any clarity what the impact of the Fair Funding Review will be. Initial modelling showed that the recalculated Settlement Funding Assessment (SFA) was redirecting resources to those based on ‘need’ which would impact negatively on most shire districts. However, the 16th December letter states ***“we want to take the time to fully consider its (SFA) future distribution in consultation with councils.”***
- 1.21 With this potential change of tack and the lack of any concrete figures for the likely impact of the Fair Funding Review we have once again not been able to attribute a value in our MTFP to any changes. Some commentators have even questioned whether the Fair Funding Review will be part of any changes to the funding of local government or whether it is just too complicated to implement.

Business Rates

- 1.22 In early November the government announced that plans to allow councils to retain 75% of Business Rates from April 2022, had been abandoned. It was said the policy would conflict with the government's 'levelling up agenda' and that the government would now 'proceed with caution' on the issue. In fact the 25% extra income was due to be paid to counties and districts were never going to benefit from this arrangement.
- 1.23 The implications on our Business Rates that follow reverting back to 50% instead of 75%, mean we have been able to include an extra £1.532m income for 2022/23. This change to our MTFP is not as a result of the 16th December announcement.
- 1.24 The figures in the MTFP for Business Rates have been updated for the latest assumptions around likely changes to our baseline funding level information, tariff amounts and the impact of a business rate reset. This was initially done last year at which time we reduced income by large amounts. This time we have been able to slightly increase the income figures for the inflation allowance which will be added onto our limits by government.
- 1.25 This has resulted in additional income of £0.006m for 2023/24 and £0.274m for 2024/25. It has been assumed 2023/24 is the year when the reset occurs and the income slowly increases each year as we build back the growth lost from the reset. No growth in these business rates figures has been included in any year to protect against further negative adjustments, an estimate of growth will however, be included in **table 1** above.

Revenue Support Grant

- 1.26 The roll-over settlement has meant a further year of receiving Revenue Support Grant. We will receive £1.232m in this bonus year of receiving the grant. We have assumed no grant will be received from 2023/24 onwards.

Lower Tier Services Grant

- 1.27 This grant was introduced in 2021/22 to provide damping to authorities with cash-terms reductions in Core Spending Power. It provides additional funding to district councils who are losing the most from the reduction in New Homes Bonus and gain the least from new grant increases and council tax increases.
- 1.28 We have been allocated another payment of this grant for 2022/23 which means we can include an extra £0.131m in the MTFP. Nothing has been included for future years.

2022/23 Services Grant

- 1.29 This is a new, one-off grant to support all services delivered by councils. This has been distributed to every authority using the 2013/14 SFA. The amount we are able to include as extra income for 2022/23 is £0.202m. Nothing has been included for future years.
- 1.30 The 2013/14 SFA uses 'deprivation' as the main driver for distribution, rather than 'need' that the more recent calculations were based on. As an area of high deprivation, in the past we've tended to benefit more from allocations based on

this formula. It has been suggested by some that sharing this grant out using 'deprivation' rather than 'need' could be the start of the government's 'levelling up' or at least show their intent. If this were the case it could be good news for district councils like us but we might not find out about this with any certainty until the Spending Review 2022.

- 1.31 To summarise, the Spending Review 2021 was relatively good for local government compared to settlements received before. Districts received the lowest share of the extra government funding with the average increase for a district council of 4.6%, while Counties did better due to the Adult Social Care increases.

Mitigating Losses in Government Funding

- 1.32 To help mitigate losses caused by funding changes the NNDR Growth Protection Reserve was created a number of years ago. Originally this included transfers of income from the general fund when Business Rates income calculations were updated for new growth.
- 1.33 This meant income received would be more than initially estimated for that year and the extra amount to be received would be transferred into the reserve, almost as a savings account to be returned back to the general fund when income was reduced in future years.
- 1.34 In recent years extra income received from all sources of Government funding mentioned above have been transferred into the reserve if the budget for that year has already been in surplus when the extra funding has been realised.
- 1.35 The balance accumulated has meant we are able to use the reserve to even out some of the government funding losses over the life of the current MTFP. A transfer from general fund to the reserve will be made in 2022/23 of £0.004m. Latest estimates for transfers back to the general fund are £3.262m 2023/24; £2.990m 2024/25 and the reserve balance of £1.802m in 2025/26.
- 1.36 When savings are found from elsewhere or extra income is earned, the transfers from the reserve are reduced.

Expenditure, income levels and efficiencies

- 1.37 In developing the financial projections covering the period 2021/22 to 2025/26, officers have made a number of assumptions. The major assumptions are:
- For 2022/23 to 2025/26 2.25% has been included in staffing budgets as an estimate for a pay award.
 - Investment income as a result of treasury management decisions has been increased slightly (£0.020m) in all years of the MTFP as interest rates are expected to rise. Current rates are 0.25% and an increase is expected in December 2021.
 - Inflation specific budgets such as energy costs and fuel have been amended to reflect anticipated price changes.
 - With respect to planning fees, a base level for income has been included for all future years of £0.400m. The rules of the Government's 20%

increase to planning fees means we have to set-aside the additional 20% income we receive, to be spent specifically on the planning function.

- Fees and charges – service specific increases as agreed by Members.

Council Tax Implications

Council Tax Base

- 1.38 In preparation for the budget, the Chief Financial Officer under delegated powers has determined the Tax Base at Band D for 2022/23 as 22,443.26. This is an increase on the 2021/22 Tax Base which was reduced from previous levels as the Covid pandemic affected individuals financially. The Tax Base for 2022/23 looks to be back on track to where it perhaps would've been if the pandemic had not occurred.

Council Tax Options

- 1.39 The Council's part of the Council Tax bill in 2021/22 was set at £186.28 for a Band D property. This was an increase of 2.75%
- 1.40 The Council has a range of options when setting the Council Tax. The Government indicate what upper limit they consider acceptable. For 2022/23 District Councils are permitted to increase their share of the Council Tax by the greater of 2% or £5 without triggering the need to hold a referendum.
- 1.41 The table below shows some of the options and the extra revenue generated.

Increase	New Band D £	Annual Increase £	Weekly Increase £	Extra Revenue £
1.00%	188.14	1.86	0.04	41,753
2.00%	190.00	3.73	0.07	83,560
2.68%	191.28	5.00	0.10	112,163

- 1.42 The level of increase each year affects the base for future years and the proposed increase for 2022/23 is 2.68%, generating additional revenue of £112,163.
- 1.43 Members will recall that in our Medium Term Financial Strategy (MTFS) approved in November 2021, we have the strategic intention '*to raise Council Tax by the maximum allowed in any given year, without triggering a Council Tax referendum, to endeavour to continue to deliver services*'.

Financial Reserves – General Fund

- 1.44 The Council's main uncommitted Financial Reserves are the General Fund Working Balance of £2.101m, the uncommitted element of the Transformation Reserve of £0.851m and the NNDR Growth Protection Reserve of £8.050m. Due to the uncertainty surrounding local authority income and the fact that the Council has reduced budgets to a minimal level, it is important that the Council

continues to review whether we have an acceptable General Fund Working Balance.

Housing Revenue Account (HRA)

2021/22 Current Budget

- 1.45 In February 2021, Members agreed a budget for 2021/22. Rent levels were set in line with Government regulations with an increase of 1.5%, effective from 1st April 2021. HRA fees and charges were also set, effective from the same date.
- 1.46 The Revised Budget was considered by Executive at its meeting on the 6th December 2021 and by the Audit and Corporate Overview Scrutiny Committee at its meeting on 25th November. There have been no changes to the budget position since this time.
- 1.47 A surplus of £0.006m was estimated, which was in-line with the current budget.

2022/23 Original Budget and 2023/24 to 2025/26 Financial Plan

- 1.48 The proposed budget for 2022/23 currently shows a surplus of £0.001m. Based on current information the surplus for future years is 2023/24 £0.004m; 2024/25 £0.004m; 2025/26 £0.011m. (**Appendix 3**). The proposal is to transfer the surplus into the HRA Revenue Reserve in all years.
- 1.49 The HRA budget is made up of the same assumptions as the General Fund budget for staff costs, superannuation costs and inflation. There are however, some assumptions that are specific to the HRA. The main factors taken into account in developing the Council's financial plans for the HRA are set out within the sections below.

Level of Council Dwelling Rents

- 1.50 The MHCLG (now Department for Levelling Up, Housing and Communities DLUHC) Policy Statement on rents for social housing – published February 2019 states, *'In October 2017, the government announced its intention to set a long-term rent deal for both local authority landlords and housing associations. This would permit annual rent increases on both social rent and affordable rent properties of up to CPI (Consumer Price Index) plus 1 percent from 2020, for a period of at least five years.'*
- 1.51 Therefore for 2022/23 the income for dwelling rents has been included in the budget at CPI rate 3.1% plus 1%. For future years it has been assumed the same policy will apply but 2% has been included as an estimate of the increase in income.
- 1.52 The table below shows the average rent increases on a 48 week basis, excluding service charges, for both Social Rent and Affordable Rent, which is charged on all new build properties.

Increase	New Rent Charge	Annual Increase	Weekly Increase	Range of New Rent Charge
4.1%	£88.92	£155.04	£3.23	£64.40 - £115.69
Average for Social Rent on a 48 week basis				
4.1%	£117.11	£204.00	£4.25	£83.79 - £206.12
Average for Affordable Rent on a 48 week basis				

Empty Property Levels - Voids

- 1.53 It is inevitable during a financial year that there will be occasion when properties are empty and therefore no income will be earned. This could be the gap in the tenancy between one tenant vacating and the next one taking up the property or could be part of a management decision to leave the property empty because it is part of a capital or repair scheme which is soon to commence.
- 1.54 An estimate of the number of void properties which may occur in each financial year needs to be made so that the dwelling rent income budget can be reduced to reflect this. For 2022/23 to 2025/26 the estimate for voids which has been included in the MTFP is 3%.

Fees and Charges

- 1.55 Although the main source of income for the HRA is property rents, the HRA is also dependent for its financial sustainability on a range of other charges. These charges are set on the principle that wherever possible charges for services should reflect the cost of providing those services.
- 1.56 A schedule of the proposed charges is set out at **Appendix 3, table 1**. For 2022/23 in most cases the charges are recommended to be increased by CPI 3.1% plus 1%.

Financial Reserves - HRA

- 1.57 The Council's main uncommitted Financial Reserves are the Housing Revenue Account Working Balance of £2.077m. In addition to the Working Balance there are further reserves for the HRA used only to fund the Council's HRA capital programme. These are the Major Repairs Reserve, New Build Reserve, Vehicle Repair and Renewal Reserve and Development Reserve.

Capital Programme

- 1.58 There will be three separate reports to Council on 2nd February 2022 concerning the Council's Treasury Management Strategy, Investment Strategy and Capital Strategy. The Capital Strategy report will consider capital financing such as borrowing which enables the proposed capital programme budgets to proceed.

2021/22 Current Budget

- 1.59 In February 2021, Members approved a Capital Programme in respect of 2021/22 to 2024/25. Scheme delays and technical problems can cause

expenditure to slip into following years and schemes can be added or extended as a result of securing additional external funding. Where capital expenditure slipped into 2021/22 the equivalent amount of funding was not applied during 2020/21 and is therefore available in 2021/22 to meet the delayed payments.

- 1.60 The Revised Capital Programme was considered by Executive at its meeting on 6th December 2021 and by the Audit and Corporate Overview Scrutiny Committee at its meeting on 25th November. There have been no changes to the budget position since this time.

General Fund Capital Programme 2022/23 to 2025/26

- 1.61 The proposed Capital Programme for the General Fund totals £1.911m for 2022/23; £2.559m for 2023/24; £1.031m for 2024/25 and £0.941m for 25/26 (**Appendix 4**).

Housing Revenue Account Capital Programme 2022/23 to 2025/26

- 1.62 The proposed Capital Programme for the Housing Revenue Account totals £14.451m for 2022/23; £14.819m for 2023/24; £14.046m for 2024/25 and £5.387m for 2025/26 (**Appendix 4**).
- 1.63 A list of all the schemes and associated funding are attached as **Appendix 4** to this report.

Robustness of the Estimates – Section 25 to expand on this year!

- 1.64 Under the provisions of the Local Government Act 2003, the Council's Section 151 Officer is required to comment on the robustness of the estimates made and on the adequacy of the financial reserves.
- 1.65 The Council's Section 151 Officer (The Assistant Director of Finance and Resources) is satisfied that the estimates are considered to be robust, employee costs are based on the approved establishment, investment income is based on the advice of the Council's Treasury Management Advisors and income targets are considered to be achievable.
- 1.66 Likewise the Section 151 Officer is satisfied that the levels of reserves are considered to be adequate to fund planned expenditure and potential issues and risks that face the Council.

2 Reasons for Recommendation

- 2.1 This report presents a budget for approval by Council. It seeks to ensure approval to budgets in respect of the General Fund, the Housing Revenue Account and the Capital Programme.

3 Alternative Options and Reasons for Rejection

- 3.1 Alternative options are considered throughout the report.

RECOMMENDATIONS

- 1 That all recommendations below are referred to the meeting of Full Council on the 2nd of February 2022.

The recommendations to Council are:

- 2 That in the view of the Chief Financial Officer, that the estimates included in the Medium Term Financial Plan 2022/23 to 2025/26 are robust and that the level of financial reserves whilst at minimum levels are adequate, be accepted.
- 3 That officers report back to Executive and to the Audit and Corporate Overview Scrutiny Committee on a quarterly basis regarding the overall position in respect of the Council's budgets. These reports to include updates on achieving savings and efficiencies for 2022/23 and future years.

GENERAL FUND

- 4 A Council Tax increase of £5.00 is levied in respect of a notional Band D property (2.68%).
- 5 The Medium Term Financial Plan in respect of the General Fund as set out in Appendix 1 of this report be approved as the Revised Budget 2021/22, as the Original Budget in respect of 2022/23, and the financial projection in respect of 2023/24 to 2025/26.
- 6 That any further under spend in respect of 2021/22 is transferred to the Council's General Fund Reserves.
- 7 On the basis that income from Planning Fees may exceed £0.500m in 2021/22, the Head of Paid Service in consultation with the Leader be granted delegated powers to authorise such additional resources as are necessary to effectively manage the resultant increase in workload.

HOUSING REVENUE ACCOUNT

- 8 That Council sets its rent levels in line with government policy, increasing rent levels by CPI (3.1%) plus 1% to apply from 1st April 2022.
- 9 That the increases in respect of other charges as outlined in **Appendix 3 Table 1** be implemented with effect from, 1st April 2022.
- 10 The Medium Term Financial Plan in respect of the Housing Revenue Account as set out in **Appendix 3** of this report be approved as the Revised Budget in respect of 2021/22, as the Original Budget in respect of 2022/23, and the financial projection in respect of 2023/24 to 2025/26.
- 11 That under spends in respect of 2021/22 to 2025/26 are transferred to the HRA Revenue Reserve.

CAPITAL PROGRAMME

- 12 That the Capital Programme as set out in **Appendix 4** be approved as the Revised Budget in respect of 2021/22, and as the Approved Programme for 2022/23 to 2025/26.
- 13 That the Assistant Director of Property Services and Housing Repairs be granted delegated powers in consultation with the Portfolio Member and the Asset Management group to approve the utilisation of the £260,000 of AMP Refurbishment Work allocation, with such approvals to be reported back to Executive through the Quarterly Budget Monitoring Report.

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

IMPLICATIONS

Finance and Risk: Yes ☒ No ☐

Details:

The issue of Financial Risks is covered throughout the report.

In addition, the Council has a risk management strategy and associated framework in place and the Strategic Risk Register is regularly reviewed through the Council's performance management framework. Strategic risks along with the mitigation in place to ensure such risks are manageable are reported to the Audit and Corporate Overview Scrutiny Committee on a quarterly basis. The risk of not achieving a balanced budget is outlined as a key risk within the Council's Strategic Risk Register and is therefore closely monitored through these practices and reporting processes.

Similarly the HRA needs to be carefully managed to ensure the HRA continues to be sustainable over the life of the 30 year business plan.

On Behalf of the Section 151 Officer

Legal (including Data Protection): Yes ☐ No ☒

Details:

The Council is legally obliged to approve a budget prior to the commencement of the new financial year in April 2022. This report together with the associated budget timetable has been prepared in order to comply with our legal obligations.

The recommended budget for the General Fund, Housing Revenue Account and Capital Programme comply with the Council's legal obligation to agree a balanced budget.

There are no Data Protection issues arising directly from this report.

On Behalf of the Solicitor to the Council

Staffing: Yes ☐ No ☒

Details:

These are covered in the main report and supporting Appendices where appropriate.

On behalf of the Head of Paid Service

DECISION INFORMATION

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: BDC: Revenue - £75,000 <input type="checkbox"/> Capital - £150,000 <input type="checkbox"/> NEDDC: Revenue - £100,000 <input type="checkbox"/> Capital - £250,000 <input type="checkbox"/> <input checked="" type="checkbox"/> Please indicate which threshold applies	Yes
Is the decision subject to Call-In? (Only Key Decisions are subject to Call-In)	Yes
District Wards Significantly Affected	All
Consultation: Leader / Deputy Leader <input checked="" type="checkbox"/> Cabinet / Executive <input type="checkbox"/> SAMT <input type="checkbox"/> Relevant Service Manager <input type="checkbox"/> Members <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <input type="checkbox"/>	Yes Details: Portfolio Holder

Links to Council Ambition (BDC)/Council Plan (NED) priorities or Policy Framework including Climate Change, Equalities, and Economics and Health implications.

DOCUMENT INFORMATION

Appendix No	Title
1	General Fund Summary
2	General Fund Detail
3	Housing Revenue Account
3 table 1	HRA – Fees and Charges 2022/23
4	Capital Programme
Background Papers (These are unpublished works which have been relied on to a material extent when preparing the report. They must be listed in the section below. If the report is going to Cabinet (NEDDC) or Executive (BDC) you must provide copies of the background papers)	
None	

**BOLSOVER DISTRICT COUNCIL
GENERAL FUND**

APPENDIX 1

Description	Revised Budget 2021/22 £	Original Budget 2022/23 £	Forecast 2023/24 £	Forecast 2024/25 £	Forecast 2025/26 £
Corporate Resources	3,466,499	3,016,469	2,996,599	3,053,951	3,074,245
Development	2,025,104	1,981,704	1,938,428	1,982,017	2,041,718
Environment and Enforcement	5,171,020	5,517,471	5,689,151	5,849,314	5,954,973
<u>S106 Expenditure</u>					
Corporate Resources	156,430	534,579	6,936	16,697	0
Development	(39,996)	789,479	0	0	0
Net Cost of Services	10,779,057	11,839,702	10,631,114	10,901,979	11,070,936
Debt Charges	925,686	562,762	467,663	278,030	251,725
Investment Interest	(89,167)	(97,944)	(92,463)	(88,111)	(105,082)
Appropriations:					
Contributions to Reserves	910,740	1,411,667	220,667	156,667	156,667
Contribution from Earmarked Reserves	(4,374,323)	(320,005)	(102,768)	(48,572)	(32,978)
Contribution (from)/to NNDR Growth Protection Reserve	1,818,693	3,921	(3,261,972)	(2,989,781)	(1,801,896)
Contribution from Grant Accounts	(5,320)	(5,320)	(5,320)	(5,320)	(5,320)
Contribution (from)/to Holding Accounts	(444,444)	(271,038)	(81,326)	(112,865)	(60,890)
Contribution from S106 Holding A/cs	(117,434)	(1,324,058)	(6,936)	(16,697)	0
TOTAL EXPENDITURE	9,403,488	11,799,687	7,768,659	8,075,330	9,473,162
Parish Precepts	3,294,344	3,294,344	3,294,344	3,294,344	3,294,344
TOTAL SPENDING REQUIREMENT	12,697,832	15,094,031	11,063,003	11,369,674	12,767,506
Revenue Support Grant	(1,194,913)	(1,231,521)	0	0	0
Business Rates Retention total	(5,754,814)	(5,325,514)	(3,626,000)	(3,894,600)	(4,080,400)
Business Rates deficit due to Covid reliefs	3,196,936	0	0	0	0
New Homes Bonus Grant total	(495,861)	(703,263)	0	0	0
Lower Tier Services Grant 21/22	(228,904)	(131,270)	0	0	0
2022/23 Services Grant	0	(201,739)	0	0	0
COUNCIL TAX - BDC precept	(4,103,006)	(4,180,730)	(4,180,730)	(4,180,730)	(4,180,730)
Council tax - Parish element from above	(3,294,344)	(3,294,344)	(3,294,344)	(3,294,344)	(3,294,344)
Council Tax Collection Fund Surplus	53,620	0	0	0	0
Council Tax spread of 20/21 Covid loss	56,416	56,416	56,416	0	0
COVID-19 Related Support	(852,291)	0	0	0	0
TOTAL FUNDING	(12,617,161)	(15,011,965)	(11,044,658)	(11,369,674)	(11,555,474)
FUNDING GAP / (SURPLUS)	80,671	82,066	18,345	0	1,212,032

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

		Revised	Original			
		Budget	Budget	Forecast	Forecast	Forecast
		2021/22	2022/23	2023/24	2024/25	2025/26
		£	£	£	£	£
G001	Audit Services	123,903	128,660	128,660	128,660	128,660
G002	I.C.T.	869,366	966,750	978,481	989,336	989,122
G003	Communications, Marketing + Design	285,944	273,771	280,750	287,069	291,760
G006	Partnership, Strategy + Policy	453,250	422,600	427,377	444,014	458,486
G011	Head of Leader's Executive Team	71,219	86,903	88,892	90,921	92,995
G012	Community Champions	126,077	597	597	597	597
G014	Customer Contact Service	760,440	781,188	803,265	823,942	842,342
G015	Customer Service + Improvement	117,015	130,942	133,863	136,868	139,308
G016	Skills Audit	34,840	15,160	0	0	0
G038	Concessionary Fares + TV Licenses	(10,283)	(10,380)	(10,478)	(10,578)	(10,689)
G040	Corporate Management	170,565	185,183	187,158	193,229	193,804
G041	Non Distributed Costs	685,609	664,737	664,737	664,737	664,737
G044	Financial Services	303,739	325,785	330,935	339,072	352,527
G052	Human Resources	220,635	224,490	228,631	233,898	237,236
G054	Electoral Registration	182,130	190,775	194,459	197,778	201,173
G055	Democratic Representation + Management	534,284	521,076	521,083	520,921	520,929
G056	Land Charges	1,099	(1,378)	(300)	743	1,806
G057	District Council Elections	16,688	25,000	53,000	0	0
G058	Governance	307,729	332,525	346,499	361,498	372,947
G060	Legal Services	254,969	243,175	239,495	245,752	251,233
G061	Bolsover Wellness Programme	120,549	64,921	45,126	48,307	51,560
G062	Extreme Wheels	(6,758)	26,407	(2,135)	(835)	496
G064	Bolsover Sport	140,734	139,395	143,645	146,959	150,349
G065	Parks, Playgrounds + Open Spaces	39,832	41,364	41,262	45,065	45,830
G069	Arts Projects	49,930	51,157	52,108	53,080	54,075
G070	Outdoor Sports + Recreation Facilities	19,849	19,663	20,021	20,383	20,757
G072	Leisure Services Mgmt + Admin	261,096	263,237	268,810	273,458	278,158
G084	AD of Transformation + Organisation	37,638	0	0	0	0
G086	Alliance	5,250	5,250	5,250	5,250	5,250
G094	Director of Corporate Resources	18,954	0	0	0	0
G100	Benefits	317,857	406,470	450,312	488,712	485,607
G103	Council Tax / NNDR	222,077	384,537	397,236	408,756	420,897
G111	Shared Procurement	46,779	49,171	50,597	51,933	53,295
G115	One Public Estate Shirebrook		0	0	0	0
G117	Payroll	73,228	75,160	76,647	78,151	79,689
G125	S106 Percent for Art	1,815	20,970	0	0	0
G126	S106 Formal + Informal Recreation	45,858	153,067	6,936	16,697	0
G129	Bolsover Apprenticeship Programme	(2,000)	0	0	0	0
G146	Pleasley Vale Outdoor Activity Centre	54,218	56,107	52,671	50,016	50,903
G155	Customer Services (Complaints)	36,596	37,655	33,166	33,935	34,723
G157	Controlling Migration Fund	121,469	1,733	137	138	139
G161	Rent Rebates	(112,204)	(134,349)	(131,783)	(129,443)	(127,321)
G162	Rent Allowances	24,701	38,352	25,493	15,824	7,185

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

		Revised	Original			
		Budget	Budget	Forecast	Forecast	Forecast
		2021/22	2022/23	2023/24	2024/25	2025/26
		£	£	£	£	£
G164	Support Recharges	(4,020,859)	(4,393,307)	(4,486,758)	(4,606,410)	(4,697,383)
G168	Multifunctional Printers	39,900	37,600	37,600	37,600	37,600
G170	S106 Outdoor Sports	108,757	360,542	0	0	0
G175	Leisure Outdoor Activity Events	0	0	0	0	0
G179	School Sports Programme	(5,377)	0	0	0	1
G180	Special Events	(317)	0	0	0	0
G191	Bolsover Community Lottery	(2,290)	0	0	0	0
G192	Scrutiny	22,626	23,308	23,760	24,283	24,818
G195	AD of Governance + Monitoring	39,192	94,105	96,246	98,430	100,665
G197	AD of Finance + Resources	72,077	93,665	95,806	97,990	100,225
G204	Construction Skills for the Unemployed	4,000	4,000	0	0	0
G207	Balanceability	1,586	0	0	0	0
G218	I-Venture/Namibia Bound	(9,516)	34,484	(9,516)	22,000	0
G220	Locality Funding	(20,665)	0	0	0	0
G228	Go Active Clowne Leisure Centre	171,289	(3,091)	23,091	47,140	72,714
G238	HR Health + Safety	96,763	91,918	90,714	94,766	95,044
G241	Community Rail	(26,025)	0	0	0	0
G244	Bolsover Business Growth Fund	125,102	0	0	0	0
	Total for Corporate Resources Directorate	3,622,929	3,551,050	3,003,546	3,070,642	3,074,249
G031	S106 - Biodiversity	0	15,035	0	0	0
G073	Planning Policy	295,092	261,622	267,471	262,734	269,293
G074	Planning Development Control	(97,232)	23,352	14,549	27,463	36,468
G076	Planning Enforcement	115,994	130,039	133,741	114,620	101,008
G079	Senior Urban Design Officer	22,698	23,174	23,706	24,245	24,796
G080	Engineering Services (ESRM)	98,081	99,280	101,091	102,957	104,877
G082	Tourism Promotion + Development	17,025	42,816	45,796	48,976	52,373
G083	Building Control Consortium	55,000	55,000	55,000	55,000	55,000
G085	Economic Development	97,130	29,425	29,425	29,425	29,425
G088	Derbyshire Economic Partnership	15,000	15,000	15,000	15,000	15,000
G089	Premises Development	(38,122)	(44,030)	(42,621)	(41,336)	(40,117)
G090	Pleasley Vale Mills	(56,388)	(164,659)	(162,082)	(159,494)	(156,839)
G091	CISWO Duke St Building	7,000	0	0	0	0
G092	Pleasley Vale Electricity Trading	(62,000)	(67,312)	(72,515)	(73,510)	(73,501)
G095	Estates + Property	526,123	551,714	568,458	583,125	597,416
G096	Building Cleaning (General)	103,546	104,222	106,299	108,360	110,364
G099	Catering	500	500	500	500	500
G109	Director of Development	114,231	141,401	144,615	147,893	151,248
G110	AD of Planning + Development	71,718	86,888	88,877	90,906	92,980
G114	Strategic Investment Fund	30,984	100,000	0	0	0
G128	S106 - Community Facilities	(58,460)	0	0	0	0
G131	Bolsover Community Woodlands Project	0	0	0	5,000	10,000
G132	Planning Conservation	82,885	29,231	35,365	36,174	37,002
G133	The Tangent Business Hub	(54,356)	(54,528)	(52,032)	(49,493)	(46,882)

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

		Revised	Original			
		Budget	Budget	Forecast	Forecast	Forecast
		2021/22	2022/23	2023/24	2024/25	2025/26
		£	£	£	£	£
G138	Bolsover TC Regeneration Scheme	19,745	0	0	0	0
G151	Street Lighting	37,625	38,604	39,612	40,650	41,720
G156	The Arc	142,717	155,374	160,874	166,451	172,184
G167	Facilities Management	13,724	9,669	11,838	10,442	11,838
G169	Closed Churchyards	10,000	10,000	10,000	10,000	10,000
G172	S106 Affordable Housing	1,116	0	0	0	0
G188	Cotton Street Contact Centre	29,745	31,007	31,692	32,393	33,014
G193	Business Growth Management + Admin	391,165	365,227	374,883	384,446	393,253
G200	AD of Housing Repairs + Property Services	7,049	8,688	8,886	9,090	9,298
G226	S106 - Highways	0	599,463	0	0	0
G227	S106 - Public Health	18,348	174,981	0	0	0
G237	Joint Venture (LLP)	27,425	0	0	0	0
Total for Development Directorate		1,985,108	2,771,183	1,938,428	1,982,017	2,041,718
G007	Community Safety - Crime Reduction	52,179	62,755	64,366	66,007	67,684
G010	Neighbourhood Management	65,268	66,885	67,544	68,211	68,883
G013	Community Action Network	291,881	295,367	314,594	329,705	337,727
G017	Private Sector Housing Renewal	83,845	85,378	86,576	87,797	89,447
G018	Environmental Health - Covid Team	(91,770)	0	0	0	0
G020	Public Health	(98,000)	(70,000)	(70,000)	(70,000)	(70,000)
G021	Pollution Reduction	202,492	234,844	240,221	245,820	251,293
G022	Env Health - Health + Safety	(470)	0	0	0	0
G023	Pest Control	45,594	33,314	34,282	35,279	36,307
G024	Street Cleansing	319,979	330,528	338,305	344,553	352,453
G025	Food, Health & Safety	133,331	133,397	136,695	140,196	143,216
G026	Animal Welfare	99,136	98,632	100,015	102,735	105,531
G027	Emergency Planning	135,172	16,447	16,447	16,447	16,447
G028	Domestic Waste Collection	979,449	1,020,138	1,058,902	1,090,473	1,118,444
G032	Grounds Maintenance	694,635	717,796	739,264	758,523	779,193
G033	Vehicle Fleet	973,410	1,031,204	1,047,892	1,086,643	1,102,522
G036	Environmental Health Mgmt & Admin	239,970	261,162	265,302	268,342	271,431
G043	Director of Environment + Enforcement	95,291	141,306	144,520	147,798	151,153
G046	Homelessness	159,170	156,600	159,036	161,519	134,056
G048	Town Centre Housing	(10,600)	(10,600)	(10,600)	(10,600)	(10,600)
G053	Licensing	25,591	34,049	36,906	39,525	41,506
G097	Groundwork + Drainage Operations	69,693	72,914	74,601	76,305	78,047
G106	Housing Anti Social Behaviour	120,379	137,313	142,674	148,264	152,423
G113	Parenting Practitioner	35,481	37,779	38,929	40,098	41,292
G123	Riverside Depot	153,407	164,981	168,882	172,962	177,149
G124	Street Servs Mgmt + Admin	44,984	46,078	47,137	48,212	49,307
G135	Domestic Violence Worker	43,468	44,737	45,701	46,680	47,684
G142	Community Safety - CCTV	6,407	0	0	0	0
G143	Housing Strategy	52,441	37,731	34,182	22,650	22,853
G144	Enabling (Housing)	34,402	19,249	19,449	19,650	19,853

APPENDIX 2

List of General Fund net budgets per cost centre per directorate

		Revised	Original			
		Budget	Budget	Forecast	Forecast	Forecast
		2021/22	2022/23	2023/24	2024/25	2025/26
		£	£	£	£	£
G148	Commercial Waste	(145,758)	(141,600)	(142,600)	(143,000)	(143,000)
G149	Recycling	254,178	298,950	326,471	340,430	352,365
G153	Housing Advice	15,295	15,927	16,292	16,664	17,044
G176	Affordable Warmth	21,124	21,631	21,813	21,997	22,182
G198	AD of Enforcement + Housing Management (GF)	28,362	35,049	35,846	36,657	37,486
G199	AD of Street Scene	39,851	86,530	88,507	90,529	92,595
G229	Housing Standards	(2,500)	0	0	0	0
G239	Housing + Comm Safety Fixed Penalty Acc	4,253	1,000	1,000	2,243	1,000
Total for Environment + Enforcement Directorate		5,171,020	5,517,471	5,689,151	5,849,314	5,954,973
Total Net Cost of Services		10,779,057	11,839,704	10,631,125	10,901,973	11,070,940

Housing Revenue Account

APPENDIX 3

	Revised Budget 2021/22	Original Budget 2022/23	Forecast 2023/24	Forecast 2024/25	Forecast 2025/26
Expenditure	£	£	£	£	£
Repairs and Maintenance	5,283,929	5,886,947	5,706,500	5,814,150	5,891,347
Rents, Rates, Taxes + Other Charges	302,766	295,675	297,774	249,061	250,349
Supervision and Management	5,499,360	5,852,044	5,999,780	6,144,831	6,258,595
Special Services	426,341	436,940	450,330	458,044	465,991
Housing Related Support - Wardens	611,483	639,755	658,795	671,358	684,178
Housing Related Support - Central Control	306,714	343,721	355,227	362,089	369,553
Tenants Participation	84,405	71,055	72,594	91,162	75,763
New Build Schemes Evaluations	600,000	600,000	250,000	250,000	250,000
New Bolsover Project	4,808	5,000	0	0	0
Leasehold Flats	6,606	0	0	0	0
Debt Management Expenses	8,146	8,250	8,498	8,752	9,015
Total Expenditure	13,134,558	14,139,387	13,799,498	14,049,447	14,254,791
Income					
Dwelling Rents	(20,541,465)	(21,768,926)	(22,204,310)	(22,648,390)	(23,101,360)
Non-dwelling Rents	(112,812)	(117,402)	(119,735)	(122,110)	(124,538)
Leasehold Flats and Shops Income	(14,480)	(14,480)	(14,480)	(14,480)	(14,480)
Repairs and Maintenance	(17,538)	(17,708)	(17,500)	(17,500)	(17,500)
Supervision and Management	(562)	0	0	0	0
Special Services	(32,145)	(32,145)	(32,145)	(32,145)	(32,145)
Housing Related Support - Wardens	(404,924)	(129,906)	(132,436)	(135,017)	(137,649)
Housing Related Support - Central Control	(304,466)	(210,767)	(214,982)	(219,281)	(223,666)
New Bolsover Project	(808)	0	0	0	0
Total Income	(21,429,200)	(22,291,334)	(22,735,588)	(23,188,923)	(23,651,338)
Net Cost of Services	(8,294,642)	(8,151,947)	(8,936,090)	(9,139,475)	(9,396,547)
Appropriations:					
Increase in Bad Debt Provision	180,000	130,000	130,000	130,000	130,000
Capital Interest Costs	3,170,593	3,095,942	3,006,373	2,795,098	2,633,063
Investment Interest Income	(1,335)	(1,985)	(1,985)	(1,985)	(1,985)
Depreciation	4,274,630	4,274,630	4,274,630	4,274,630	4,274,630
Transfer to Major Repairs Reserve	1,112,070	725,370	1,112,070	1,112,070	1,112,070
Contribution to HRA Reserves	430,000	566,000	800,000	1,076,000	1,388,000
Use of HRA Earmarked Reserves	(838,906)	(600,000)	(350,000)	(250,000)	(150,000)
Contribution from HRA Balance	(38,693)	(38,693)	(38,693)	0	0
Net Operating (Surplus)	(6,283)	(683)	(3,695)	(3,662)	(10,769)

HRA - Fees and Charges 2022/23**Weekly Charge over 48 Weeks unless otherwise specified****September 2021 Consumer Price Index was 3.1%**

	Current	Proposed	Change	Change
	£	£	£	%
Garages (tenant)	13.05	13.59	0.54	4.1%
Garage - Direct Debit Payment	9.85	10.26	0.40	4.1%
Garage (in curtilage)	4.93	5.13	0.20	4.1%
(Set at 50% of garage DD payment)				
Garage plots (billed annually)	211.09	219.75	8.65	4.1%
New Bolsover Service Charge	2.08	2.17	0.09	4.1%
(applies to new tenants only)				
Special Services Charge (See Note1)	17.08	17.78	0.70	4.1%
Reduced special service	11.39	11.85	0.47	4.1%
(Reduced special services for scheme other than Cat 2 who receive reduced service)				
Heating Service Charge (See Note 2)				
Bedsits	2.97	3.09	0.12	4.1%
1 bed flat	4.04	4.21	0.17	4.1%
2 bed flat	6.74	7.02	0.28	4.1%
3 bed flat	7.46	7.77	0.31	4.1%
1 bed bungalow	4.49	4.68	0.18	4.1%
2 bed bungalow	5.98	6.22	0.25	4.1%
Heating Charge (See Note 3)				
Bedsits	4.83	4.83	0.00	0.0%
1 bed flat	6.58	6.58	0.00	0.0%
2 bed flat	10.97	10.97	0.00	0.0%
3 bed flat	12.14	12.14	0.00	0.0%
1 bed bungalow	7.31	7.31	0.00	0.0%
2 bed bungalow	9.73	9.73	0.00	0.0%
Support Charges	14.57	15.17	0.60	4.1%
Mobile Warden	7.00	7.70	0.70	10.0%
(long term aim to reach cost, increase capped at 10% per year)				
Lifeline - bronze	5.05	5.26	0.21	4.1%

HRA - Fees and Charges 2022/23**Weekly Charge over 48 Weeks unless otherwise specified****September 2021 Consumer Price Index was 3.1%**

	Current	Proposed	Change	Change
	£	£	£	%
Lifeline - gold	7.76	8.08	0.32	4.1%
Lifeline - RSL	4.84	5.03	0.20	4.1%
Buggy Parking (including charging facilities)	4.11	4.28	0.17	4.1%
Choice Based Lettings Postage (suggested cost is twice the cost of a second class stamp)	1.32	1.32	0.00	0.0%

Note 1

Special Services Charge includes the heating, cleaning and furnishing of communal areas, provision of laundry and kitchen facilities and other costs. The charge is a contribution to the full cost of these services. This charge is added to the rent amount and is covered by housing benefit if appropriate.

The Heating Charge is split into two separate charges.

Note 2

Heating Service Charge is the cost for the provision and maintenance of a communal heating system. This includes an allowance for electricity to circulate heat within the system. This charge is added to the rent amount and is covered by housing benefit if appropriate.

Note 3

The Heating Charge reflects the cost of fuel only, this is not covered by housing benefit and is charged and monitored to a sub account on the main rent account.

This split is intended to make it easier to understand how we charge for heating.

APPENDIX 4

CAPITAL PROGRAMME SUMMARY

	Revised Budget 2021/22 £	Original Programme 2022/23 £	Forecast Programme 2023/24 £	Forecast Programme 2024/25 £	Forecast Programme 2025/26 £
General Fund					
Asset Management Plan					
Investment Properties	4,799	0	0	0	0
Leisure Buildings	30,359	0	0	0	0
Pleasley Vale Business Park	105,078	0	0	0	0
Riverside Depot	7,159	0	0	0	0
The Arc	103,774	0	0	0	0
The Tangent	15,000	0	0	0	0
Asset Management Plan not yet allocated to an individual scheme	78,531	260,000	260,000	260,000	260,000
	344,700	260,000	260,000	260,000	260,000
Engineering Asset Management Plan					
Car Parks	25,000	25,000	25,000	25,000	25,000
Shelters	10,000	10,000	10,000	10,000	10,000
Lighting	15,000	15,000	15,000	15,000	15,000
Church yards	16,758	0	0	0	0
	66,758	50,000	50,000	50,000	50,000
Assets					
Car Parking at Clowne	13,416	0	0	0	0
Pleasley Vale Mill - Dam Wall	3,796	96,614	0	0	0
Electric Charging Points	27,828	0	0	0	0
Commercial Buildings on Portland St	120,000	0	0	0	0
Shirebrook Crematorium	242,000	0	0	0	0
	407,040	96,614	0	0	0
ICT Schemes					
ICT infrastructure	217,333	198,000	156,000	122,000	52,000
	217,333	198,000	156,000	122,000	52,000
Leisure Schemes					
Playing Pitch Improvements (Clowne)	762,500	0	0	0	0
Go Active Café Equipment	0	25,000	0	0	0
Gym Equipment & Spin Bikes	392,100	0	0	0	0
Go Active Equipment	15,000	15,000	15,000	15,000	15,000
Go Active Gym Flooring	40,000	0	0	0	0
Toning Tables	80,000	0	0	0	0
	1,289,600	40,000	15,000	15,000	15,000
Private Sector Schemes					
Disabled Facility Grants	500,000	500,000	500,000	500,000	500,000
	500,000	500,000	500,000	500,000	500,000
Financial Schemes					
Economic Loan Fund - Capital	10,000	0	0	0	0
	10,000	0	0	0	0
Joint Venture					
Dragonfly Joint Venture Shares	519,150	0	0	0	0
Dragonfly Joint Venture Loan	1,753,202	0	0	0	0
	2,272,352	0	0	0	0
Vehicles and Plant					
Vehicle Replacements	1,222,256	766,000	1,578,000	84,000	64,000
Vehicle Wash Area	1,000	0	0	0	0
Can Rangers Equipment	14,231	0	0	0	0
	1,237,487	766,000	1,578,000	84,000	64,000
Total General Fund	6,345,270	1,910,614	2,559,000	1,031,000	941,000

APPENDIX 4

CAPITAL PROGRAMME SUMMARY

	Revised Budget 2021/22 £	Original Programme 2022/23 £	Forecast Programme 2023/24 £	Forecast Programme 2024/25 £	Forecast Programme 2025/26 £
Housing Revenue Account					
New Build Properties					
Avant Creswell	583,736	0	0	0	0
Ashbourne Extension	100,000	1,000,000	0	0	0
Bolsover Homes-yet to be allocated	1,500,000	3,325,000	8,700,000	8,500,000	0
Jubilee Court (2 Bungalows)	0	0	300,000	0	0
Keepmoat Properties at Bolsover	194,267	0	0	0	0
Langwith/Shirebrook Architects	90,000	0	0	0	0
Sandy Lane/Thorpe Ave Whitwell	3,226,650	0	0	0	0
The Whitwell Cluster	1,456,998	0	0	0	0
The Woodlands	0	3,000,000	0	0	0
Valley View (2 Bungalows & extension)	0	750,000	0	0	0
West Street Langwith	40,540	800,000	0	0	0
Harlesthorne Ave Bungalow adaptation	0	125,000	0	0	0
	7,192,191	9,000,000	9,000,000	8,500,000	0
Vehicle Replacements	288,000	351,000	432,000	159,000	0
	288,000	351,000	432,000	159,000	0
Public Sector Housing					
Bramley Vale	50,000	0	1,500,000	0	0
Electrical Upgrades	125,000	125,000	125,000	0	0
Environmental Works	85,976	50,000	50,000	0	0
External Door Replacements	128,741	20,000	20,000	0	0
External Wall Insulation	1,954,000	400,000	0	0	0
Fencing	0	70,000	0	0	0
Flat Roofing	40,000	40,000	40,000	0	0
Heating Upgrades	120,000	0	0	0	0
House Fire Damage	109,723	0	0	0	0
Kitchen Replacements	200,000	200,000	200,000	0	0
Public Sec Housing - not yet allocated	332,000	0	1,190,000	5,284,318	5,281,956
Re Roofing	1,000,000	750,000	750,000	0	0
Regeneration Mgmt. & Admin	94,888	97,810	100,070	102,382	104,744
Safe & Warm	2,066,664	2,400,000	750,000	0	0
Soffit and Facia	30,000	30,000	30,000	0	0
Unforeseen Reactive Capital Works	137,827	217,190	231,630	0	0
Welfare Adaptations	415,425	400,000	400,000	0	0
Wet Rooms (Bungalows)	0	200,000	0	0	0
	6,890,244	5,000,000	5,386,700	5,386,700	5,386,700
ICT Schemes					
Careline Upgrade	46,000	0	0	0	0
Rent Arrears Management System	0	50,000	0	0	0
Open Housing	118,233	50,000	0	0	0
	164,233	100,000	0	0	0
New Bolsover Scheme (inc HLF)					
New Bolsover-Regeneration Scheme	1,478,696	0	0	0	0
	1,478,696	0	0	0	0
Total HRA	16,013,364	14,451,000	14,818,700	14,045,700	5,386,700
TOTAL CAPITAL EXPENDITURE	22,358,634	16,361,614	17,377,700	15,076,700	6,327,700

APPENDIX 4

CAPITAL PROGRAMME SUMMARY

	Revised Budget 2021/22 £	Original Programme 2022/23 £	Forecast Programme 2023/24 £	Forecast Programme 2024/25 £	Forecast Programme 2025/26 £
Capital Financing					
General Fund					
Better Care Fund	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
Reserves	(5,230,400)	(964,000)	(1,734,000)	(206,000)	(116,000)
Capital Receipts	0	(446,614)	(325,000)	(325,000)	(325,000)
External Funding	(614,870)	0	0	0	0
	(6,345,270)	(1,910,614)	(2,559,000)	(1,031,000)	(941,000)
HRA					
Major Repairs Allowance	(6,229,217)	(5,000,000)	(5,386,700)	(5,386,700)	(5,386,700)
Prudential Borrowing	(1,155,885)	(1,248,882)	(9,000,000)	(8,500,000)	0
Vehicle Reserve	(452,233)	(451,000)	(432,000)	(159,000)	0
Development Reserve	(1,608,615)	0	0	0	0
Bolsover Homes Capital Reserve	(4,331,107)	(7,751,118)	0	0	0
Capital Receipts	(670,501)	0	0	0	0
External Funding	(1,565,806)	0	0	0	0
	(16,013,364)	(14,451,000)	(14,818,700)	(14,045,700)	(5,386,700)
TOTAL CAPITAL FINANCING	(22,358,634)	(16,361,614)	(17,377,700)	(15,076,700)	(6,327,700)

Agenda Item 11

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

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Agenda Item 12

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

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