

Notice of a public meeting of

Decision Session - Executive Member for Housing and Safer Neighbourhoods

To: Councillor Carr

Date: Wednesday, 16 December 2015

Time: 3.00 pm

Venue: The Thornton Room - Ground Floor, West Offices (G039)

AGENDA

Notice to Members – Post Decision Calling In:

Members are reminded that, should they wish to call in any item* on this agenda, notice must be given to Democratic Services by **4:00pm on Friday 18 December 2015**.

*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any called in items will be considered by the Corporate and Scrutiny Management Policy and Scrutiny Committee.

Written representations in respect of items on this agenda should be submitted to Democratic Services by **5.00pm on Monday 14 December 2015**.

1. Declarations of Interest

At this point in the meeting, the Executive Member is asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they might have in respect of business on this agenda.

2. Minutes (Pages 1 - 4)

To approve and sign the minutes of the Decision Session held on Monday 16 November 2015.

3. Public Participation

At this point in the meeting, members of the public who have registered their wish to speak at the meeting can do so. The deadline for registering is at **5.00pm on Tuesday 15 December 2015.**

Members of the public may register to speak on :-

- an item on the agenda
- an issue within the Executive Member's remit;

Filming, Recording or Webcasting Meetings

Please note this meeting may be filmed and webcast and that includes any registered public speakers, who have given their permission. This broadcast can be viewed at <http://www.york.gov.uk/webcasts>.

Residents are welcome to photograph, film or record Councillors and Officers at all meetings open to the press and public. This includes the use of social media reporting, i.e. tweeting. Anyone wishing to film, record or take photos at any public meeting should contact the Democracy Officers (whose contact details are

at the foot of this agenda) in advance of the meeting.

The Council's protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at:

https://www.york.gov.uk/downloads/file/6453/protocol_for_webcasting_filming_and_recording_council_meetingspdf

4. Amendments to the Houses in Multiple Occupation (HMO) Licensing Programme (Pages 5 - 30)

This report informs the Executive Member about the third, five year cycle of Houses in Multiple Occupation (HMO) licensing programme.

5. Proposed Changes to the Tenancy Agreement (Pages 31 - 78)

This report seeks approval to consult on proposed changes to the existing tenancy agreement for all existing and future tenants.

6. Approval of the updated Allocations Policy for City of York Councils Gypsy Roma and Travellers Sites (Pages 79 - 108)

This report seeks the approval of an updated Allocations Policy, in order to allocate pitches across the Councils three sites fairly and consistently. The policy has been updated to reflect the changes to North Yorkshire Home Choice (NYHC) policy to ensure equality and fairness to all customers.

7. Urgent Business

Any other business which the Executive Member considers urgent under the Local Government Act 1972.

Democracy Officers:

Catherine Clarke and Louise Cook (job share)

Telephone No- 01904 551031

Email- catherine.clarke@york.gov.uk and louise.cook@york.gov.uk

For more information about any of the following please contact the Democratic Services Officers responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی میا کی جا سکتی ہیں۔ (Urdu)

 **(01904) 551550**

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City of York Council

Committee Minutes

Meeting	Decision Session - Executive Member for Housing and Safer Neighbourhoods
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Date	16 November 2015
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Present	Councillor Carr
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In Attendance	Councillor Hunter
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16. Declarations of Interest

At this point in the meeting, the Executive Member was asked to declare any personal, prejudicial or pecuniary interests in the business of the agenda. None were declared.

17. Minutes

Resolved: That the minutes of the Executive Member for Housing and Safer Neighbourhoods Decision Session held on 12 October 2015 be approved and signed by the Executive Member as a correct record.

18. Public Participation

It had been reported that they had been one registration to speak on item 4 – Introduction of a Public Space Protection Order (PSPO) within the Groves.

A shop owner in the Groves who was also the petition organiser spoke on behalf of the Groves Association and local residents. He highlighted the anti social behavioural issues within the Groves area and confirmed some street drinkers had verbally abused residents and local parents with children. He expressed residents concerns and confirmed they felt vulnerable walking around the area. He stated that residents strongly agreed that option 1, to introduce a PSPO in the Groves area, should be approved.

19. Introduction of a Public Space Protection Order (PSPO) within the Groves

The Executive Member considered a report that determined whether to introduce a Public Space Protection Order (PSPO) within the Groves area, to combat the levels of anti social behaviour that was occurring.

The Executive Member noted that a petition had been brought to the council from local residents highlighting the issues in the Groves area and that in April 2015 it was agreed that officers would consult with residents more widely about the possibility of introducing a PSPO.

Officers confirmed they had gathered evidence and had invited local residents to complete a short survey. A total of 91 responses were received with 90% confirming they had seen people drinking in public in the last 12 months and 85% supported the introduction of a PSPO.

In answer to the Executive Members questions officers confirmed that the proposed charge set in terms of any Fixed Penalty Notice's issued was a maximum limit of £100 with a reduced amount of £75 if paid within 14 days.

The Executive Member noted residents concerns and the information received from officers and agreed that option 1 would help address the anti social behaviour in the Groves area

Resolved: That option 1 be approved:

To introduce a Public Space Protection Order (PSPO) within the Groves, and setting the amount that is charged at £100, which would be reduced to £75 if paid within the first 14 days.

Reason: To ensure that the council actively addresses the issue of anti social behaviour in our communities.

20. Repositioning of Service Provision Peasholme Centre

The Executive Member considered a report that proposed a subtle repositioning of the accommodation services offered at Peasholme Centre. This would include an entry point service which would align it with other CYC hostel provision (young people and statutory temporary accommodation) and was fundamental in providing a responsive service for people who were homeless.

Officers gave an update and confirmed the proposals to reposition the Peasholme Centre would provide consistency and would ensure City of

York Council had access to emergency beds in youth homeless, single homeless and statutory homeless services.

The Executive Member noted that the Peasholme Centre would no longer be used as a stepping stone service and would reduce the need for people to move several times between hostel/supported housing services.

Resolved: That the Peasholme Centre be repositioned to align with other CYC hostels and provide an entry level service.

Reason: To ensure the council is able to respond effectively to emergency homelessness and continues meet its statutory responsibilities and supports the most vulnerable in society

Cllr Carr, Executive Member

[The meeting started at 11.30 am and finished at 11.40 am].

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Decision Session - Executive Member for Housing and Safer Neighbourhoods 16 December 2015

Report of the Assistant Director – Housing & Community Safety

Amendments to the Houses in Multiple Occupation (HMO) Licensing Programme

Summary

1. To inform the Executive Member about the third, five year cycle of Houses in Multiple Occupation (HMO) licensing programme, the first two being in 2006 and 2011 and to ask that:
 - a) a new licence condition is adopted to improve the management and competency of the licence holder by ensuring that all licence holders receive adequate training and attend a one day Professional Development Course which has been recognised by the Council.
 - b) to make amendments to the licence process to ensure that it is better streamlined

Recommendations:

2. The Executive Member for Housing and Safer Neighbourhoods is asked to:
 - a) note that the Council will be starting its new 5 year phase of licensing mandatory conditions in 2016;
 - b) agree to introduce a new license condition relating to training;
 - c) agree the amendments to the licence process.

Reason: To improve the sector by ensuring that are Houses in Multiple Occupation both meet the physical standards and are well managed.

Background Information

3. From the 1 April 2016 a new cycle of re-licensing HMO will start. For some this will be the third time that the licence holder has applied for a HMO licence, the first time being in 2006, and the second in 2011.

Licences are normally issued for five years with conditions to ensure that they are compliant.

- 4 In practice this renewal process starts at least six weeks in advance of the new licence period by the service providing an application pack with all the relevant information so that the licence holder can make a prompt application so that the full licence period is covered.
- 5 This is an opportunity to review our current licence conditions and to incentivise licence holders to make timely applications and penalise landlords who make late complete applications having regard to the:
 - Housing Act 2004, including the accompanying guidance and recent consultations
 - feedback from landlords and officers regarding the process

Proposals

Conditions

6. To introduce a new condition on the licence holder to have the required up to date knowledge and skills to operate a HMO by attending, as a minimum, a one day Professional Development Course.
7. Recent Government consultation documents have focused on rogue landlords operating in the sector. However it is our experience that in York that we have a very few landlords who deliberately flout the law, instead that the sector is dominated by landlords who own relatively few properties. Our own survey in 2014 advised about 80% of landlords owned 5 or fewer properties – and rather than deliberately providing unsafe and poorly managed homes they do so because they lack the necessary knowledge and the skills to operate and manage properties. It is our intention, inline with part of the Housing Act 2004 to introduce a new condition to ensure that licence holders are adequately trained. The new national licensing scheme for Wales is also placing emphasis on the need for training to support the sector.
8. A one day Professional Development course will be provided by City of York Council which they must complete successfully before the licence is issued or there will be a condition for them to complete within 1 year of the licence being issued.
9. We recognise that there are other organisations that also provide courses which cover similar course content and where Licence Holders can provide documentation to demonstrate that they have attended and

passed the course, the cost of the training will be deducted from the licence fee (£75). To ensure that the Licence Holder has the most up to date knowledge they will need to have attended the course within 1 year of making a Licence application.

Streamlining the process

10. To include the administrative costs of processing the separate 'fit and proper person' test within the overall licensing application fee. The current approach is for a new licence holder to complete an application form with a separate fee of £30 which enables the council to confirm that both a licence holder and any person acting as a managing agent meets the fit and proper person test. Should a licence holder or agent make a subsequent application in the next six months then they do not need to make a fresh application for this part.
11. However we have found that licence holders and agents making different applications over the five year period find this cumbersome. Instead, in line with other councils we are combining the applications forms together but seeking to introduce a discount for landlords and managers where multiple applications are submitted at the same time to reflect the reduction in time to deal with multiple applications by the council. There will be a benefit to the landlords and letting agents as they will be clearer when the "fit and proper" application paperwork needs to be completed.
12. To provide financial penalties where the council has to do more than the normal administrative work by:
 - Introducing a Penalty Fee where the council identifies an unregistered HMO and bringing it into the licensing regime.
 - In the case of licence holders applying for a subsequent licence for the same property (renewal) to charge a lower fee than the full HMO application licence fee if it is provided within time. Where an application is received and it's either incomplete or is outside of time to charge the full fee for an initial application

Options

13. There are three options being put forward:
 - Option 1 - To introduce a new condition to require Licence Holders to have attended and passed a relevant one day Professional Development Course, to amend the application process and to introduce penalties and incentives to ensure that the Licences are issued for the full period;
 - Option 2 - For the Executive Member to amend the above;

- Option 3 - Not to introduce the new condition or to amend the application process or to introduce penalties and incentives

Analysis

14. Option 1- The introduction of a condition requiring Licence Holders to attend and pass a one day Professional Development Course is aimed at improving the management and condition of the sector which has been identified as being the worst in stock condition surveys. Those landlords who have attended other recognised courses will be deemed to have met the licensing condition. The streamlining of the process and the introduction of the penalty fee will help to ensure that HMOs are licensed for the full period
15. Option 2- Not known
16. Option 3- We have found that the landlords own fewer than 5 properties and that it is ignorance of the law rather than blatantly flouting the law which causes the sector to have the poorest conditions. Without the necessary knowledge and skills the sector will continue to be poorly managed

Consultation

17. As part of the consultation on the Private Rented Sector (September – October 2014) we consulted with a range of stakeholders, tenants, landlords and letting agents. We found that there was strong support for the Council to introduce more education and training coupled with stronger enforcement of the sector.
18. In addition we have consulted all current licence holders, letting agents and the two landlord organisations on our proposals for introducing a Professional Development Course. The full response is attached as Appendix A
19. Four questions were asked
 - a) **Have we covered the right content for general use?**
Nearly 90% of the respondents advised that the proposed content of the training was appropriate but made a suggestion that we include additional information about how to support landlords to deal with poor tenants. Which we propose to include in our training.

- b) **The Residential Landlord Association and the National Landlord Association provide national landlord training courses addressing most of these issues. Are you aware of any other courses that provide the same level of knowledge to the licence holder?** Nearly 83% of respondents were unaware of any other alternative courses. One suggestion was that the Association of Residential letting Agents (ARLA) may also operate such courses. We are investigating and if deemed acceptable will include this as a recognised qualification
- c) **We are considering that all licence holders should attend training or provide proof of attendance at a relevant alternative course within a year. Do you think that this is reasonable?** In response to this question respondents provided no alternative length of time to comply with the condition. However many used this as an opportunity to advise that they thought experience and the use of letting agents to manage their properties was sufficient. Under the law it is the licence holder who is the person in control and responsible for housing conditions and management of the property. The proposed condition would be met where the licence holder is also the managing agent if they hold a recognised qualification. Unfortunately we are unable to quantify the length of time that the person has been a landlord
- d) **The proposed training will most likely last for 6 hours (either two 3 hour sessions or one 6 hour session). How would you prefer to access this training? (Please tick all options that apply).** There was significant support for the development of an online training option. Which we are now currently developing.

20. We have benchmarked these figures, the fees (see financial section) will be brought in line with the average licence fee for re-licensing HMOs for similar sized and type of councils. It will be slightly higher than the average for completely new licences however we anticipate that there on average that we will only expect 20 new applications.

Council Objectives

21. Enforcing these new laws will support and contribute towards a number of the Administration's council key priorities:
- A prosperous city for all
 - A focus on frontline services
 - A council that listens to residents

22. The private rented sector forms a significant part of the housing offer to the City, helping landlords to have the basic knowledge and information which will help to drive up standards in the sector
23. It also meets with the specific strategic Aim 2 of the Draft York Private Sector Housing Strategy 2014-2019 to encourage and enable private landlords and agents to provide good quality, well managed properties

Implications

24. The implications arising directly from this report are:

- **Financial** – The additional cost of providing the necessary local training courses and the administration of the scheme will be met by the slight increase in the licensing fee.

HMO Licenses	Fee £
New Licence Application	
Band A	915
Band B	1065
Band C	1210
Band D	1280
Re licensing	
Band A	625
Band B	650
Band C	675
Band D	720
Penalty Fee	150

Note the above fees are subject to the Fees and Charges Report due to be heard by the Executive on 15 December 2015

- **Procurement** – None
- **Human Resources** – An additional resource equivalent to 0.5FTE will be required to deliver the necessary Professional development courses. This will be funded by the license fee.
- **Equalities Implications** – Attached is the Community Impact Assessment which identifies that the new licensing condition will help to improve the standards and management of the sector which houses some of a significant young population. (Appendix B)

- **Legal Implications** – The Council is required by Part 2 of the Housing Act 2004 to licence certain Houses in Multiple Occupation and must consider that the Licence Holder has sufficient level of competence to be involved and can require the licence holder or the manager of the house to attend training courses.

Risk Management

25. The Council is required by Part 2 of the Housing Act 2004 to licence certain Houses in Multiple Occupation and must ensure that the property not only meets physical standards but also that the License holder meets the fit and proper test and must have a sufficient level of competence to be so involved. By introducing this new condition the council will ensure that any licence holder has the right level of knowledge to ensure that such houses are suitably managed.

Contact Details

Authors:	Chief Officer		
	Responsible for the report:		
Ruth Abbott Housing Standards and Adaptations Manager 554092	Councillor David Carr Executive Member for Housing and Safe Neighbourhoods Steve Waddington Assistant Director - Housing & Community Safety.		
	Report Approved	√	Date 3 December 2015
Wards Affected: All			
For further information please contact the authors of the report			

Annexes

Appendix A – Full Response to the Consultation

Appendix B- Community Impact Assessment

Abbreviations

HMO - Houses in Multiple Occupation

FTE - Full time equivalent.

ARLA - Association of Residential letting Agents

Appendix A - Amendments to the Houses in Multiple Occupation (HMO) Licensing programme

Landlord Consultation – Introduction of Training Condition for Mandatory Licensing – 54 Online Responses; 2 responses taken over the phone; 2 e-mails. 58 responses in total.

Q1. Have we covered the right content for general use?

Yes – 90% (45)

No – 10% (5)

Comments Received

Is there any mention of tenants on housing benefit and how that is paid?

Seems reasonable but I don't actually know what constitutes a licence holder. I own two student lets with 6 students each but everything is delegated to the agent. I have an interest in ensuring everything is done correctly but would expect the professional to manage this.

Does the licence holder (landlord) need this if using an agent?

Council tax student exemption. Inconsistency in council policy

However we do not agree with the proposals to make this compulsory, we don't want it and we do not believe there is any need for it.

There should be a section on how to deal with bad tenants

There is far too much here. If a private landlord instructs a professional letting/management agency to manage the properties for them, this should be sufficient. The landlord themselves does not need to be familiar with the minutia of every aspect of lettings/management. That is what agents and on occasion solicitors are paid for.

Maybe too much included all at once

Where a professional agency supervises the above aspects, it is inappropriate to place the onus of training session upon the landlord.

Waste of time; rogues will just ignore it anyway

All dealt with by my managing agents so need to have everyone involved trained only those who have the responsibility to ensure compliance.

Q2. The Residential Landlord Association and the National Landlord Association provide national landlord training courses addressing most of these issues. Are you aware of any other courses that provide the same level of knowledge to the licence holder?

Yes – 16.7% (8)

No – 83.3% (40)

Comments Received

What was question 1?? What are the issues alluded to???

I don't think I need to attend, so therefore haven't followed-up

Tigrent...but most of their courses are held in London and are very expensive!

ARLA courses

Experience!!!

National Federation of Property Professionals

National Landlords Association - next course 25th November in York

YRLA

Q3. We are considering that all licence holders should attend training or provide proof of attendance at a relevant alternative course within a year. Do you think that this is reasonable?

Yes – 42% (21)

No – 58 % (29)

Comments Received

Most established landlords are already aware of current requirements it would only be necessary to keep them informed of any changes prior to implementation.

I feel this is not a reasonable request for the following reasons: 1. I pay a considerable fee to Sinclair Properties who are my agents. Not only do they attend the appropriate training courses, but over the last 10 years plus have proved that they keep ahead of any legislation. They insist that I am aware of new legislation and implement it. Mostly well before the legislation becomes law. Additionally, Sinclair's do quarterly inspections on all their properties and take action following these inspections to ensure standards are upheld. I also take an active part in ensuring that the interests of the tenants are upheld spending considerable sums to ensure these objectives are achieved. Please also note that Sinclair Properties work to very high standards in league with their clients. Annually they send me a list of recommendations for improvement that I am asked to make. If landlords do not comply with govt rules, I understand that Sinclair's would not entertain keeping them on their books. Finally, I have regular visits from HMO - namely with # - who knows my HMO property well and with whom I like to feel I have a very good working relationship. Any recommendations # has made have been implemented and I have kept her informed of the implementation of any issues that have been highlighted. I spend considerable time and money upgrading my property and have always cooperated with HMO which I have every intention of continuing to do. The success of our relationship is there to be seen. Therefore please bear in mind that I personally regard this additional proposal as gratuitous and unnecessary, especially when you are telling me and I quote "however it is our experience that in York there are very few landlords who deliberately flout the law" hopefully you will direct your energies specifically toward those landlords who continue to flout the law. I should not be made to pay for these errant landlords.

How often would refresher training be required?

I have been the owner of an HMO for the past 21 years. I learnt about all the various rules and regulations by reading up on them when I started. Knowing these do not make a good landlord. A good landlord is someone who gets on well with their tenants and looks after them. Some of mine have been in my property for several years. What concerns me most is that when I eventually retire I want to sell my business as a going concern as I do not want the tenants to lose their homes. Is the potential buyer who takes it over going to have to do a training course before they can buy and run the property? Is there going to be some leeway so that the purchaser can take it over first then do the course at a later date?. Also are we going to be expected to pay for this course when we have already paid out a lot of money for the HMO licence?. I do not feel that I need to do a course when I have been doing this job for the last 21 years. Imagine someone telling you that you need to retrain for your job. It is ridiculous. It is fine for people who are just starting out as landlords. I would also like to stress again that it is all very well teaching the rules and regs but it is 'people skills' that make a good landlord and I don't think these can be taught.

Why all license holders? If on inspection a property is sub standard or if a valid complaint is made about a license holder then I would agree to attending a course. As you have stated York has a very small problem so why not target the known offenders rather than tarring us all with the same brush?

Should be done by web to save on travel cost and minimise disruption to work

Depends partly on availability of courses and cost involved. Could well be very useful though.

Answer depends on the definition of licence holder. I would definitely expect the party directly responsible for administering the property to have a full grasp of all these matters - that's what they're paid for. I have no problems with attending training, but only if it adds real value.

I feel ambivalent about this. I understand the desire to make sure that landlords are competent, and we can always learn more, but if a property is managed by a reputable agency such as Sinclairs, I also find

that they keep us well informed about what is needed to keep up standards in a property.

Not if they employ a suitably trained agency

Not if using a professional agent

Because if a good letting agent is used they will know all that is necessary and making the landlord do this training is can be too onerous.

Because a lot of what you require is common sense and done as a matter of course, or its personal choice and is an irrelevance or not important. You are already preaching to the good landlords, you should target more of the rogue landlords. Also you are asking us to pay again, as the courses won't be free, whilst the tenants get away free after trashing properties.

As an ARLA licensed agent, we sit exams and have to meet certain levels of professionalism to remain members so have the training and updates on all new legislation and changes in protocol so don't think additional training should be enforced. Although I do think agents and landlords should have to prove they are part of a redress scheme.

The current legislation and requirements relating to HMO's are more than adequate. There is absolutely no need for placing added burdens and expenses onto landlords. We do not want it, there is no need for it.

Landlords may not live in York. I don't. I have nonetheless been nominated for a good landlord award. Residence should not indirectly become a requirement. Courses must be in line and experienced professional landlords should not be forced to tick a box to prove they have been taught to suck eggs. I have been a landlord in York for 15 years with 10 houses. I could run the course. To come to York and sit in it will cost two days time and £300 in travel and accommodation.

I would prefer to say no, but I appreciate that you have to use a sledgehammer to crack a nut. If you don't make them compulsory the landlords who need to do them won't.....

Unnecessary in the vast majority of cases. If a landlord has been found to be previously in breach, or unwilling to meet requirements then compulsory training is reasonable. Not as a matter of course.

I would have thought most letting agents in this city were aware of all rules and regulations required.

That's ok if you live in York or they run these courses on a Saturday or Sunday when i come back to York

I would say that all the landlords I know already know this information. Landlords tend to be sensible - they need to know this to protect their investment.

I think yes if properties are self managed but not if properties are fully managed by agents. I feel that agents should prove they have had relevant training and should be licensed to act as managers.

There is sufficient legislation already

This is yet another shotgun blast aimed at increasing regulation and bureaucracy. I employ an agent and they manage the property. Check and regulate them, not me. If you already do that, leave me alone.

Have you really considered the implications of this? Some landlord live in different towns or countries to the properties they own, so use managing agents to look after their properties. If a private landlord instructs a professional letting/management agency to manage the properties for them, this should be sufficient. The landlord themselves does not need to be familiar with the minutia of every aspect of lettings/management. That is what agents and on occasion solicitors are paid for.

But not at a cost i.e. by having to join a scheme first I'm happy to attend anything laid on

We have placed our property in the hands of a highly reputable letting agency since we no longer live in York and spend much of our year out of the country. Attendance at such meetings would be not only difficult, and expensive, but totally unnecessary.

I employ an agent who attends all relevant courses and keeps me well informed of any legislation and/or changes about which I need to be aware.

Most Landlords are aware of the legislation and those who are not wont want to be involved anyway There are National penalties for misbehaviour and breaking the rules ...why introduce more red tape?

That's why I employ my agents. This is wholly inappropriate!

Perhaps for new HMO' licence applications but if one has been a landlord with an HMO licence for many years then I think all of the content in your training is already being done by most landlords.

Q4. The proposed training will most likely last for 6 hours (either two 3 hour sessions or one 6 hour session). How would you prefer to access this training? (Please tick all options that apply)

During office hours – 46.8% (22)

Weekday Evenings – 10.64% (5)

Saturday – 12.76% (6)

Online version – 68% (32)

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SECTION 1: CIA SUMMARY
Community Impact Assessment: Summary

1. Name of service, policy, function or criteria being assessed: Amendments to the Houses in Multiple Occupation (HMO) licensing conditions and fees.

2. What are the main objectives or aims of the service/policy/function/criteria?
To implement the third HMO 5 year **programme introducing** a new condition requiring HMO licence holders to be attend a One Day Professional Development Course **and to** streamline the licensing process.

3. Name and Job Title of person completing assessment: Ruth Abbott Housing Standards and Adaptations Manager

4. Have any impacts been Identified? (Yes/No)

Yes

Community of Identity affected:

Age

Summary of impact:

There is a significant student population living in the HMO sector in the city, young professionals and people under 35 who are benefit

5. Date CIA completed: 1st December 2015

6. Signed off by:

7. I am satisfied that this service/policy/function has been successfully impact assessed.

Name:

Position:

Date:

8. Decision-making body:

Executive Member for Housing and Safer Neighbourhoods

Date:

13th December 2015

Decision Details:

Send the completed signed off document to ciasubmission@york.gov.uk It will be published on the intranet, as well as on the council website.

Actions arising from the Assessments will be logged on Verto and progress updates will be required

Community Impact Assessment (CIA)

**Community Impact Assessment
Title:**

What evidence is available to suggest that the proposed service, policy, function or criteria could have a negative (N), positive (P) or no (None) effect on quality of life outcomes? (Refer to guidance for further details)

Can negative impacts be justified? **For example: improving community cohesion; complying with other legislation or enforcement duties; taking positive action to address imbalances or under-representation; needing to target a particular community or group e.g. older people.** NB. Lack of financial resources alone is NOT justification!

Community of Identity: Age

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Data from the Business Intelligence Hub Private Sector Stock Condition Survey 2008 Draft BRE research 2015 Landlord Survey 2014	Longevity; Physical Security; Health; Standard of Living;	Positive	None

<p>Details of Impact</p>	<p><i>Can negative impacts be justified?</i></p>	<p>Reason/Action</p>	<p>Lead Officer</p>	<p>Completion Date</p>
<p>Positive Evidence shows that significant proportion of our student population, young professionals and people under the age of 35 and in receipt of benefits live in HMOs. A survey carried out in 2014 found that many landlords own less than 5 properties and that ignorance of the law rather than blatant flouting of the law led to poorer housing conditions in this sector. By ensuring that their knowledge about housing conditions, management and the law it will improve the sector</p> <p>Negative There will be some additional costs associated with providing and administrating the Professional Development Scheme course</p>	<p>Yes</p>	<p>To ensure that other suitable courses are identified and to provide discounts to landlords who have attended them. The fee will be brought in line with the average licence fee for re-licensing HMOs for similar sized and type of councils. It will be slightly higher than the average for completely new licences however we anticipate that</p>	<p>Housing Standard And Adaptations Manager</p>	<p>December 2015</p>

		on average we will only expect 20 new applications		
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Community of Identity: Carers of Older or Disabled People

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Disability

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)

Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender Reassignment				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Marriage & Civil Partnership				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Pregnancy / Maternity				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Race				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)

Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Religion / Spirituality / Belief

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)	
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Sexual Orientation

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

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Decision Session of the Executive Member for Homes and Safer Communities 16 December 2015

Report of the Director for Communities and Neighbourhoods

Proposed Changes to the Tenancy Agreement

Summary

1. To seek approval to consult on proposed changes to the existing tenancy agreement for all existing and future tenants.

Recommendations

2. The Executive Member is asked to agree option 2:
 - To allow consultation on the changes already agreed and introduce the use of flexible tenancy start dates, a 52 week rent collection year and introduction of the requirement for formal permission to keep pets.

Reason: To allow a full consultation with all council tenants on the proposed changes to the tenancy agreement and for this to inform the final changes to be implemented from April 2016.

Background

3. The tenancy agreement was reviewed in January 2015 however the amendments were not implemented at the time following the advice of the Head of Legal services given that the consultation period would have coincided with purdah due to the general election. The main change was the reduction in the number of times a tenancy could be succeeded to (see Annex 1).
4. Before these changes are introduced there is an opportunity to implement a number of other changes that have become more relevant as a consequence of the results of the national election and further consultations on issues affecting residents with staff, legal services and the Anti Social Behaviour (ASB) hub.

5. A summary of all changes can be found at Annex 2. This will be used for the formal consultation.

Consultation

6. A formal period of consultation will take place with all residents over a period of at least 6 weeks from mid December. All customers will be written to outlining the proposed changes, the implications of these and given the opportunity to comment before final changes are agreed and customers given notice of these along with the rent letters at the end of February 2016.
7. The further amendments to the tenancy proposed here have been introduced following consultations with staff, legal services, the ASB hub and the Federation as well as the scrutiny panel.
8. An information sheet / frequently asked questions on changes to succession right will also be included in the consultation pack.
9. Formal consultation with all tenants will take place throughout January and early February.
10. Specific bespoke consultation sessions will take place within sheltered schemes.
11. A summary of the consultation and any further proposed changes as a result of this will be brought back to the Executive Member in February for decision with the intention of giving the statutory 4 weeks notice to tenants of the agreed changes to take place throughout March.

Options

12. Option 1 – Agree to consultation on the changes already agreed
13. Option 2 – Agree to allow consultation on the changes already agreed and introduce the use of flexible tenancy start dates, a 52 week rent collection year and introduction of the requirement for formal permission to keep pets.

Analysis

14. Option 1 - The authority would continue to collect rent on a 48 week cycle which would be out of synchronisation with the payment of universal credit, and it wouldn't take advantage of the additional income that the use of flexible tenancy start dates would bring. Any ability to withdraw permission and to take action against irresponsible pet owners would be restricted.
15. Option 2 - Over the next 2/3 years the government will have completed the roll out of universal credit to all claimants. Universal Credit (UC) is paid on a monthly cycle in arrears. The rent collection cycle at the moment is a 48 week cycle with two rent free periods of two weeks at Christmas and at the end of the financial year. Universal Credit will take no account of this. If the existing payment cycle continues the rent accounts of tenants on benefit will show a distorted level of arrears. By changing to a 52 week collection period the cycle will align with the payment arrangements for universal credit and make it much simpler for UC customers to budget effectively.
16. At present the current tenancy agreement only allows the council to start a tenancy agreement on a Monday. By introducing flexible start dates, tenancies could start from any day in the week and therefore reduce the period a property is empty and reduce the rent loss on the property. Currently, if a prospective tenant accepts a property on a Wednesday the tenancy start date is set at the following Monday. Analysis of voids in 2014 revealed that 4.54 days was lost on average due to constraints of fixed term tenancies, which roughly equates to void rental loss of £27,240.
17. There are significant issues with tenants keeping pets, especially in blocks of flats and with irresponsible owners allowing the pets to foul in communal areas. This causes neighbour disputes and means other tenants are unable to enjoy the communal gardens fully. It creates a health hazard for the operatives cutting the lawns and young children of tenants who may play in the common areas. It is therefore proposed to amend the tenancy agreement to say that tenants must seek permission to keep pets and that the council will reserve the right to refuse or withdraw its agreement where the animal is causing a nuisance or it is not appropriate to keep pets for any reason, such as, property size, location or facilities, neglect, inconsiderate ownership, infestation or noise problems. A detailed

policy around pets and animal welfare will be developed and issued to customers. Permission will not be unreasonably refused and a reasonable level of evidence will be needed before withdrawing permission as this may be dealt with as a breach of tenancy through the courts and would need to meet the required evidence threshold for a possession order to be made by the County Court. This would only be used in the most serious of cases alongside other sanctions available to the council.

18. A draft policy on pets can be found at Annex 4

Council Plan

19. The proposed changes will contribute to the council plan by supporting the following:

20. A focus on front line services – ensuring the city centre, villages and neighbourhoods are clean and safe environments.

Implications

Financial – cost of consultation and issuing new tenancy agreements

Human Resources (HR) none

Equalities A community Impact assessment will be required following the completion of the consultation exercise

Legal – The changes have been advised and agreed with legal services

Crime and Disorder – none

Information Technology (IT) Minimal changes to existing IT systems will be needed.

Property - none

Risk Management

21. Continued challenges by extended family members may continue and these can be costly.

- 22. Clarifications too many of the clauses can reduce the potential for losing litigation cases and resultant costs due to lack of clarity of terms.
- 23. Tenants and residents may be less safe and have less clean environments if the ability to withdraw permission is not written in to the tenancy agreement.
- 24. Making it easier for tenants on UC to budget can help reduce the risk of lost income.

Contact Details

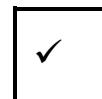
Author:

Denis Southall
Housing Landlord
Service Manager
Housing Services
Tel No. 1298

Chief Officer Responsible for the report:

Steve Waddington

Report Approved



Date

7 .12.15

Specialist Implications Officer(s) - None

Wards Affected: List wards or tick box to indicate all

All



For further information please contact the author of the report
Background Papers: None

Annexes

Annex A – Proposed Changes to the Tenancy Agreement Report 9
December 2014

Annex B - Summary of Changes to the Tenancy Agreement

Annex C – CYC Tenancy Reference Copy

Annex D – CYC Housing Services Pet Policy

Abbreviations

ASB – Anti Social Behaviour

UC – Universal Credit

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Decision Session of the Cabinet Member for Homes and Safer Communities**09.12.14**

Report of the Director for Communities and Neighbourhoods

PROPOSED CHANGES TO THE TENANCY AGREEMENT**Summary**

1. To seek approval for proposed changes to the tenancy agreement for all existing and future tenants including substantial changes to succession rights.

Background

2. The tenancy agreement was last reviewed in 2004. Over the last year Housing and Legal Services have been looking at changes to the tenancy agreement to reflect legislative change and lessons learnt from management of tenancies.
3. The Localism Act 2011 changed the rules around who could inherit a tenancy on the death of a tenant and we need to consider what changes to make on the back of this.
4. Some specific additions have been suggested that affect sheltered accommodation to help us protect sheltered residents and acknowledge that living in that environment is a bit different to living in other accommodation.
5. A summary of the proposed changes is attached for you to look at (Annex 1) and the proposed wording for a new section in the tenancy agreement specific to sheltered accommodation (Annex 2)
6. Most of these proposals do not constitute any major changes to the rights that tenants have but do make it clearer what their responsibilities are. They are based on some of the cases that we have dealt with over the years where the tenancy agreement was

silent or unclear. Legal Services have been involved in drafting these changes

Consultation

7. Consultation is currently ongoing with Housing staff, Legal Services The Federation and Residents Associations. Further changes for consideration from the consultation so far are indicated in Annex 1 and Annex 2.
8. An informal discussion has also taken place with the Cabinet member for Homes and Safer Communities.
9. A formal period of consultation will take place with all residents over a period of at least 6 weeks from mid December. All customers will be written to outlining the proposed changes, the implications of these and given the opportunity to comment before final changes are agreed and customers given notice of these along with the rent increase at the end of February 2015.

Proposed changes to succession rules

10. One of the most significant proposed changes is to amend the rights to succession. This is to bring the tenancy agreement into line with the Localism act. To understand the changes the existing and new proposals are set out below.

The old rules (pre April 2012):

11. Succession is the ability to inherit a tenancy when the tenant dies.
12. When a tenant dies, the tenancy passes to the tenant's husband or wife, or partner as long as they were living together as a couple (this includes couples of the same sex) and they were living in the property as their only or main home when the tenant died.
13. If the tenant was not married and did not have a partner, the tenancy passes to a qualifying relative but only if at the date of death, they were living with the tenant without a break for the previous 12 months

14. A qualifying relative can be parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces; including step-relations, half-relations and illegitimate children.
15. In law there is only one statutory succession to a tenancy but our policy allows for a 'second' succession. As the law does not recognise a second succession it is impossible to get determinations on this through the courts
16. Where a tenancy was originally a joint tenancy and one of the joint tenants dies, or surrenders their interest, this counts as a succession
17. The first succession is to the property in question but the second one could be to a property of a more suitable size if it was too large or adapted for someone with disabilities. If the customer refused the offer of other properties an application would have to be made to court to end the original tenancy
18. If a second succession meant that the customer had to move or a succession was denied the customer has the right of appeal to Councillors.

The new rules available since April 2012

19. The Localism Act 2011 has, since 1 April 2012 amended the statutory succession rights of **new** secure tenants. Statutory succession to a secure tenancy entered into after 1 April 2012 in England only applies to the spouse or civil partner of the deceased tenant. The council landlord may, at its discretion, contractually provide for more extensive succession rights.
20. As City of York Council has not yet amended its tenancy agreement and policy to mirror these legislative changes since April 2012 new tenants have so far enjoyed the same succession rights as those who became tenants before April 2012.
21. The rights of existing secure tenants at 1 April 2012 (and the succession rights of people living with them) are also, as yet, unaffected by the changes in the law.
22. It is necessary for policy to be brought in to line with the legislation and this needs to be done by amending the tenancy agreement to reflect this

Additional comments

23. The intention of this piece of legislation was to allow social landlords the ability to make sure that their stock went to people in genuine housing need, particularly where family housing is in very short supply. This is the case in York.
24. Housing Services have experienced a number of expensive legal challenges posed by people claiming succession rights through the courts over the last few years based on the extended rights to succession currently available through the City of York Council tenancy agreement and procedures. For example a person who had lived in a property for less than a week claimed to be the deceased's partner and claimed succession rights resulting in a long delay in letting the property, lost income and legal fees.
25. The old law on succession rights and the policy in York were formed at a time when there was a much larger supply of council homes generally and there was not a position where the demand far outstripped the supply. The new legal position and policy will reflect the need to help those who have a recognised housing need through the allocation of homes via the North Yorkshire Home Choice policy which can also take other exceptional circumstances in to account..
26. At the same time it is still possible to help customers with housing and social need through other policies.
27. Customers not qualifying for a succession can be accepted as at risk of homelessness where they are in priority need (have children, are pregnant, suffer severe ill health or vulnerable for example) and housed elsewhere through the North Yorkshire Home Choice lettings policy or by providing other suitable accommodation.
28. Where customers do not qualifying for a succession because these rights only extend to spouse / civil partner, if adopted, there is provision under the NYHC policy to allow a direct let to another property on a discretionary basis. This could be done in cases where it is proven that the circumstances are exceptional e.g. the person(s) in question have lived at the property for a considerable portion of their lives, been a carer for the deceased tenant or they are vulnerable in some way
29. All other customers can seek help with finding a new home through the Council's Housing Options service.

30. In addition, all customers can ask for an appeal to councillors through the Housing Appeals sub committee

Options

31. A) Retain the existing tenancy agreement
32. B) Retain existing succession rights through the tenancy agreement and policy but accept other changes following consultation and agreement of the Cabinet Member for Housing.
33. C) Reduce the existing succession rights but not to the level set out in the Localism Act and who these can apply to along with other changes.
34. D) Accept all proposed changes including succession rights as outlined by the Localism Act i.e. one succession to spouse or civil partner.

Analysis

35. A) The problems as outlined in the background section would continue and the tenancy would remain unclear or silent on many issues.
36. B) The tenancy would be clearer on the identified issues for customers and staff but the difficulties presented by the extended succession right and the follow on costs to Housing Services and it's customers would continue.
37. C) The tenancy would be clearer on the identified issues for customers and staff but the difficulties presented by the extended succession right and the follow on costs to Housing Services and it's customers may continue depending on the details of who could succeed and under what circumstances. Using succession rights to acquire housing does not fit with the principle of allocating housing on the basis of need. As outlined in the Background section, customers can be helped in other ways, where housing and social need is evidenced. All customers have a right of appeal to the Housing Appeals sub committee.

38. D) This makes the succession issue clear cut and is the recommendation of Legal services. Housing and other needs can be met through the North Yorkshire Home Choice Policy or Housing Advice. All customers have the right to have their case heard by the Housing Appeals sub committee.

Council Plan

39. Building Strong Communities: Through the more effective enforcement of tenancy condition and clarity on rights and responsibilities for customers.

40. Protect vulnerable people: By allowing homes to be allocated based on housing and social need rather than extended success rights.

Implications

Financial – cost of consultation and issuing new tenancy agreements

Human Resources (HR) none

Equalities Equality issues will be dealt with through the use of other complementary policies such as North Yorkshire Home Choice and are taken in to account when cases are heard at court. A community Impact assessment will be required following the completion of the consultation exercise

Legal – Fewer succession rights being claimed through the courts. Better wording should help prevent the need for litigation but when it does happen it will help get the right result.

Crime and Disorder – proposed changes will help Housing Services take action against criminals in partnership with other services.

Information Technology (IT) none

Property - none

Risk Management

41. Any risks to customers through reduced succession rights are mitigated through the application of other policies. The risk is therefore low.

Recommendations

41. The recommendation of Housing and Legal Services is to adopt option D.

Reasons: This will bring the tenancy agreement in line with the Localism Act and other changes identified and agreed through consultation. Reducing the risk of expensive legal challenge and maximising the use of the authority's council housing stock.

Contact Details

Author:

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Service Manager
Housing Services
 Tel No. 1298

Chief Officer Responsible for the report:
Steve Waddington

Report Approved **Date** Insert Date

Co-Author's Name
 Title
 Dept Name
 Tel No.

Chief Officer's name
 Title

Report Approved **Date** Insert Date

Specialist Implications Officer(s) List information for all
 Implication ie Financial Implication ie Legal
 Name Name
 Title Title
 Tel No. Tel No.

Wards Affected: List wards or tick box to indicate all **All**

For further information please contact the author of the report

Background Papers:

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Summary of Changes to the Tenancy Agreement

Reference to the Tenant's Information Handbook has been removed throughout and replaced with Housing Factsheet / Council website.

Your Rights as a tenant

The Right to improve your home –

Wording to clarify that tenants need permission to carry out improvement works or to decorate fixtures not normally decorated but not for decoration to walls, ceilings and doors where appropriate. This is to prevent people from painting kitchens, tiles etc

The Right to succession – limiting succession to partner/spouse and removing 'contractual' succession in line with current legislation.

The Right to take in a lodger – informing tenants that they must inform Housing Benefit and Housing.

The Right to sub-let part of your home – telling tenants they must inform housing benefit and Housing.

Our Responsibilities and Rights

Repairs and Maintenance: The Council will be responsible for –
Now includes reference to any solar panel equipment owned by CYC (not those owned by a third party)

Exclusions – Reference to the repair service standards has been removed and will be available in Factsheet form or on the website as these can change over time.

Your Responsibilities

Rent and Other Charges

Your weekly rent –

Payable rent – now includes flexible tenancy start date and reads:

Rent, including any service charges is due on Mondays and is payable in advance. Your tenancy is a weekly agreement which runs from Monday to Sunday. It starts on the date indicated at the start of this document in the **Beginning of tenancy (Date)** section and rent will be due from this date. This may be part of a full week and this means that if you started your tenancy on any day other than a Monday, your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full weeks rent will be due from the following Monday. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. . **If you are in receipt of housing benefit or any welfare benefit awarded to help you make rent payments, it is still your responsibility to ensure that your rent is paid**

Additional wording added:

If you have agreed to receive the Intensive Housing Management service you will pay the weekly charges for this service as further additional rent. The charge for this will be notified to you by the Council and may increase from time to time as advised by the Council. Intensive Housing Management means practical advice and help to ensure you manage your home well and abide by the terms of your tenancy.

Non payment of rent

Wording changed to make it clear that non payment of service and other charges as well as basic rent may result in legal action to end the tenancy.

Previous Tenancies – informing them that we will apply to court for possession or other appropriate action if they do not pay Former Tenant arrears.

Ending your tenancy: Notice and return of keys – Changes and additions:

- Requirement to return keys by 10am on a Monday to avoid rent for that week.
- Customer to hand keys in to West Offices or another office by pre arrangement.
- Must not leave keys with anyone else
- We will recharge for any work necessary for replacing keys and for rent loss incurred by a delay in returning the keys.
- Notification that we may apply to change gas and electric supplier during the notice period
- Requirement to give a forwarding address
- Requirement to give the name of someone who would deal with their affairs in the even of a death.
- If the tenant fails to leave the property in a clean and tidy condition, or leaves behind unwanted furniture they will be recharged for additional costs that the Council incur

Access to the Property during the Notice Period – Requirement to allow access to council staff during the notice period, allowing repairs to be carried out, allowing photos to be taken and prospective tenants to be shown around.

Repairs which are your responsibility – gives a list of repairs that tenants are responsible for and informs tenant that they may change from time to time

Also included now:

Accidental home contents insurance

We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home such as a wash hand basin or glass in windows, we will not cover the cost of this repair. If we repair it we will recharge the cost to you. Our Home contents insurance policy can insure you against such accidental damage.

Access to property for repairs and inspection – requirement to allow access for periodic property and tenancy inspections (or similar) and the taking of photographs / video for evidential or identification purposes.

Notification that tenant will be recharged for an emergency call out or wasted call by a gas engineer if there is no credit on the meter and a further call out has to take place.

If no access allowed for gas service we may apply to court for a injunction order or a possession order

Care of the Property –

Requirement not to excessively clutter the home so as to cause health and safety problems, access to essential services and damage to the property.

Note: There has been a big increase in behaviour which can be described as hoarding.

Advice that CYC will remove any items left in communal to keep environment sterile in line with current procedures and relevant legislation.

Gardens, outbuildings and other external areas –

Garden section expanded to - You must keep your garden neat and tidy this includes managing the lawn, removing weeds, pruning hedges, shrubs and trees. If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.

Section on trees has been expanded to: You are responsible for any trees that are within the boundary of the Property but you (or someone on your behalf) cannot cut down trees and hedges within the boundaries of your home without first getting written Council permission. You must not plant very large or fast growing trees or conifer species in the gardens of the property or that may cause damage, nuisance or obstruction. If you think that a tree may be dangerous you must report

this to us. Where we decide that any trees or shrubs are a nuisance or dangerous we will prune, replace or remove.

Vehicles section expanded to - Tenant cannot park a variety of vehicles including a motor home or boat within the boundaries of your home, including the front and rear garden, or take them over council owned grass verges without providing a hard standing to a specified standard and a car crossing over the pavement or path.

Caravans and motor homes can only be parked and stored within the boundary of the property and must not be used to live in, play in or sit in. No person can reside temporarily or permanent in the front or rear garden of your property.

No person can reside temporarily or permanently in the front or rear garden of your property

You must not keep a vehicle or vehicles within the boundary of the property that have no road tax or insurance without the express permission of City of York Council Housing Services.

Communal gardens – now must allow access and photos to be taken

Added in: Tenant **must not** store rubbish, furniture, household appliances or any unsightly objects in their garden, or in any shared garden.

Improvements to your home – added in: we will take legal action if you make improvements without our written permission and do not put things right when we ask.

Health and Safety

Added to the list if things which are considered to compromise H&S:

Interference with equipment for the supply of electric, gas, water or other utilities

Disposal of Household Waste – added in: The Council will recharge and take action if there are persistent problems with mismanagement of waste.

Also added in: You must also ensure that you make full use of the recycling facilities provided, ensuring all recyclable waste is placed in the correct container provided

Also added in: The tenant must put their household waste bins or recycling bins and boxes out on time and bring them in promptly when they have been emptied, so as not to cause any obstructions.

Occupying the property – added in: if a tenant is away for more than one month without notifying Housing, they will deem them as no longer living there and seek possession.

Also added in: Where we suspect someone is not living at a property Housing will ask the tenant to prove to us that they are living there and will involve Veritau (fraud) and carry out checks.

Overcrowding – changed wording to ‘statutory overcrowding’ from ‘overcrowding’ and to say that we may apply for possession where the tenant has allowed this.

Sub-letting- added in: we will liaise with other agencies such as Veritau and share information if it is believed that the tenant is sub-letting without our knowledge and consent. Housing will take legal action if it is believed that the tenant has sub-let the property without our knowledge or consent and will ask the court that they pay the costs of this application.

Harassment - have added the section in **bold:** You must not commit or allow member of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or **offering services in the locality.**

Communal (shared) Areas - added in: that tenants and their visitors cannot smoke in communal areas and congregate, especially at night as this may cause a nuisance to others in the block

Also included: If your property is a flat with shared areas, it is your responsibility to keep these areas clean, tidy and free from personal items and rubbish even where cleaners may be employed to clean the shared areas periodically.

Pets – substantial changes to forbid certain categories of animal (defined as dangerous and livestock not suitable for domestic environment) and the requirement for permission to keep pets / animals. This to be withdrawn in appropriate circumstances. Also must be restrained when passing through shared areas.

False information – Tenant and their household must not commit housing related fraud which is linked to the tenancy, this includes housing related benefit fraud.

Succession right!!!

Sheltered!!!!

Rent free weeks!!!!

Items raised through consultation

Remove mention of rent card section 7 Rent and other charges

Request for a ban pets from properties that share communal areas internally – many housing organisations operate this. Strong feeling in favour of this from Housing Estate Managers and a few of the Residents Associations have called for this. Discussed at Fed and there was broad agreement. It was suggested existing pets are allowed until they die but replacement pets not allowed at this point. HEMs currently looking at how this could be managed. Ties into issues with inconsiderate use of communal areas, dog fouling and noise in flats / maisonettes.

Make it clear that customers with pets must have the property fumigated before handing in keys and produce a receipt to prove this.

Broad agreement for changes is succession rights but the guidance on alternative options need to be available to reassure customers.

You must dispose of your rubbish using the appropriate bins and ensuring that these are put out in the correct place in order for them to be collected. You must also ensure that you make full use of the recycling facilities provided, ensuring all recyclable waste is placed in the correct container provided

If you have agreed with the council to receive support services, you will additionally pay the weekly charges for these services, as further additional rent. These charges will be notified to you by the council and may increase from time to time as advised by the council. "Support services" means any additional support service provided by the council or on the council's behalf to assist you to maintain the terms of your tenancy.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 613161

This agreement is also available on request in Braille,
on audio cassette or in large print



Secure Tenancy Agreement

This document is a tenancy agreement between:

Names of Tenant(s):

("The tenant") and City of York Council ("The Council"). You are a "secure tenant" and the council is your landlord and each has certain rights and responsibilities which must be observed. These are explained in this tenancy agreement. By signing this agreement you are agreeing to become our tenant. You are entering into a legal contract with us. Please read this agreement carefully before signing it, if there is anything you do not understand you should contact your Estate Manager, or seek independent advice from a Solicitor or the Citizens' Advice Bureau.

Address

Beginning of tenancy (Date)

Gross weekly rent £

- I confirm I have received a copy of the tenancy agreement
- I confirm I have received a copy of the Housing Information Handbook, referred to in this agreement, which gives additional information.

Signed

Signed

Date

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement.

Signed

On behalf of City of York Council Housing Services

PRINT NAME

Introduction to your tenancy agreement

Welcome to your Tenancy with City of York Council.

Your tenancy agreement is a legal contract. Before you accept the agreement, it is important that you read and understand this tenancy agreement as it sets out the basic conditions of your tenancy, your rights and responsibilities, and our responsibilities to you.

Your Housing Information Handbook contains more detailed information, about your rights and responsibilities, and other useful information about your home.

This agreement gives you the right to live in the property; we will not interfere with this right except where the law allows us to.

Definitions

The words 'property', 'dwelling' and 'home' when used in this agreement refer to the property you live in, including any garden or communal areas.

'You', refers to you, the secure tenant or joint tenants where applicable.

YOUR RIGHTS

as a tenant

1. Your Rights

The tenancy gives you the following rights. These rights may be subject to conditions and are set out in more detail in the Housing Information Handbook:

a) The Right to live in the property for the length of the tenancy without interference from the Council

- Except for the obligation in this tenancy agreement to give our employees, contractors or subcontractors access to your home.
- Unless you break the terms of this tenancy agreement or in circumstances where the law allows the Council to apply to Court to end your tenancy.

b) The Right to improve your home. You should get written permission (excluding internal decorations) from Housing Services before commencing work. Planning permission and building regulation approval may also be needed and this should be obtained before any work is started.

c) The Right to be paid for improvements at the end of your tenancy. - You may be eligible for compensation for certain authorised improvements when your tenancy ends. As outlined in the Housing Information Handbook.

d) The Right to succession. When you die, your tenancy will pass to your husband or wife, or to your partner as long as you were living together as a couple (this includes couples of the same sex) as long as he or she was living in the property as their only or main home when you died. If you are not married and do not have a partner, your tenancy will pass to a qualifying relative but only if at the date of your death, they were living with you and had been living with you without a break for the previous 12 months. This is called 'succession'. For more information about this, and qualifying relatives please refer to the Housing Information Handbook.

e) The Right to buy your council home. In certain circumstances you have the right to buy your home. See the Housing Information Handbook for more information.

f) The Right to take in a lodger. You have a right to take in a lodger as long as this does not make the property overcrowded.

g) The Right to sub-let part of your home. Subject to obtaining written permission from the council first.

h) The Right to exchange homes. You have the right to exchange your home with another Council Tenant, a Housing Association tenant or a tenant of another Council. You must get our written permission first.

i) The Right to be consulted. You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants.

j) The Right to information and access to your tenancy files. See the Housing Information Handbook for more details.

- k) The Right to see our policies** on housing, rehousing and exchanging properties.
- l) The Right to repair.** Repairs are normally carried out by the Council, but in some circumstances you have the right to arrange your own repairs. Further details are set out in the the Housing Information Handbook.
- m) The Right to manage.** Tenants' organisations have the right to take over the management of their homes. This is called the Right to Manage. The right only applies to council tenants, including leaseholders. Further details are included in the Housing Information Handbook.

OUR RESPONSIBILITIES

What City of York Council must do under the Secure Tenancy Agreement

2. Repairs and Maintenance

The Council will be responsible for:

- a) Keeping the structure, exterior (and communal parts if there is shared access) of the building in good repair. This includes drains, gutters and external pipes.
- b) Making sure the installations for the supply of water, gas, electricity, sanitation and rubbish disposal are all in good repair and working order. This also applies to room heating, water heating, and where there are communal amenities.
- c) Carrying out annual servicing to gas appliances.
- d) The painting of outside woodwork and metal work, and inside communal areas on a regular cycle.

Exclusions

These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property or communal parts.

The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. The completion of the work will be guided by the following timescales:

Emergency:	Within 24 hours
Urgent:	Within 3 working days
Other:	Within 25 working days

When the Council receives notice from a tenant claiming the Right to Buy, it will only carry out repairs for which it has a statutory duty under Section 11 of the Landlord and Tenant Act 1985. For further advice about Right to Buy see the Housing Information Handbook.

3. Consultation

The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programme of maintenance or improvements.

4. Setting Rents and Charges

- a) The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- b) The Council may alter other charges (e.g. service charges) without prior notice.
- c) We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing at least four weeks before we do this.

5. Your Secure Tenancy

As a council tenant, you have a Secure tenancy of your home. The Council is committed to ensuring that the conditions of your Secure Tenancy Agreement are adhered to, to allow all tenants to enjoy their homes.

- a) If you do not adhere to the conditions of your tenancy agreement the council will, if necessary, take appropriate legal action. This is to ensure that tenancy conditions are enforced. We may only end a secure tenancy on the order of a County court by following the procedures set out in Part 4 of the Housing Act 1985. In this tenancy agreement we have referred to some of the reasons (grounds) why we may apply for a court order for possession of your property but there is a complete list of all the circumstances in schedule 2 of the Housing Act 1985.
- b) **The Council can only seek to repossess the property in the following circumstances:**
 - We built or adapted the property for a physically disabled person and you no longer need that type of home, and we need the property for someone else with special needs. In this case we will provide you with suitable alternative accommodation.
 - We need to demolish, rebuild, or carry out major repairs to your property, which cannot be done unless you move out. In this case we will provide you with suitable alternative accommodation.
 - You break any of the conditions set out in this agreement. If you do we will take legal action to get you to meet the conditions, or we will ask the Court for permission to evict you.
 - You stop using the property as your only and principal home.
 - Any other reason under the Housing Acts 1985 and 1996 or any future law.

6. Ensure all our customers are treated in a courteous and professional manner by housing staff

YOUR RESPONSIBILITIES

What City of York Council Tenants must do

You are responsible for anything that you do in relation to the property or the tenancy, and you are also responsible for anything your household, friends, relatives, including children, and any other person living in or visiting your home does in relation to the property or the tenancy.

7. Rent and other charges

Payable Rent

a) Rent, including any service charges as shown in the rent card is due on Mondays and is payable fortnightly in advance. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. There are four 'free' weeks each year when no rent is due (although people with rent arrears must continue to pay during these weeks). **If you are in receipt of housing benefit, it is still your responsibility to ensure that your rent is paid.**

b) Your weekly rent is made up of one or more amounts:

- Basic rent**
- Service charges**
- Other charges**

Non Payment of Rent

c) If you do not pay your rent or other charges shown on your rent card and any previous debts when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this you will have to pay legal costs as well as the rent that you owe.

Previous Tenancies

d) If you owe money from a previous tenancy with City of York Council, you must sign the agreement on page 14 of this agreement. By signing this agreement, you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against you for possession of your home.

8. Ending Your Tenancy

Notice and return of Keys

a) Your tenancy will run on a week-to-week basis. You can end it by giving at least 4 weeks notice, in writing, ending at 12 noon on a Monday. You must leave the property and hand the keys in to your local housing office at or before that date and time. If you fail to return the keys you will be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.

Removal of belongings

- b) You must remove all your furniture, personal belongings and rubbish at the end of the notice period and you must leave the property in good condition. If you leave any belongings behind we will remove them. If you fail to leave the property in a clean and tidy condition, or leave behind unwanted furniture or belongings you will be recharged for any additional costs that the Council incur.

Vacant Possession

- c) You must make sure that no person remains in occupation at the property. If you fail to do so we will ask the court to make an order requiring that person to leave the property and you will have to pay our legal costs and any rent we have lost until the property is available to relet.

9. Repairs, Maintenance and Looking After Your Home

Reporting Repairs

- a) You must report any disrepair or fault for which we are responsible to your local office immediately - this includes:
- Disrepair or fault in the structure or outside of the property (or if you live in a flat or maisonnette, the building of which the property forms a part). This includes blocked drains, leaking pipes and other defects in fittings and structure.
 - Disrepair or fault in communal areas.

Repairs which are your responsibility

- b) You are responsible for items listed in the Housing Information Handbook which include:
- **Bath and sink plugs and chains**
 - **Chimney Sweeping (if you have an open fire)**
 - **Cookers (unless you rent one from City of York Council)**
 - **Door Bells (except door entry systems)**
 - **Washing Machine Fittings (unless fitted by the council)**
 - **Decoration inside the home**
 - **Wooden Sheds (unless provided to house a wheelchair)**
 - **Door Name plate**
 - **Timber Garage**
 - **Smoke Alarms (battery replacement)**
 - **Internal light bulbs including fluorescent light tubes**
 - **Security Light bulbs**
 - **Any items damaged by you**
 - **Any items fitted by you including (this list is not exhaustive)**

Tiles, Showers, Heating systems, Locks, Kitchen Units, Floor coverings, Gates and Fencing.

Allowing us access to carry out repairs or to inspect the property

- c) You must allow Council staff, contractors and other authorised people into your home at reasonable hours to inspect conditions and carry out necessary repairs. We will give you 24 hours written notice (or **without notice in the case of emergency**), to inspect or carry out work in the property or an attached property. We will have given you proper notice under this condition if we leave it addressed to you at the property. In an emergency we may tell our employees, contractors or other authorised persons to enter the property straight away, in which case we will put right any damage we cause.
- d) If you do not let our staff, contractors or other authorised persons into your property to carry out gas servicing or repairs after we have given you 24 hours notice (or without notice in the case of an emergency) we may apply to the court for an order which may be either a possession order or an injunction order (and you may have to pay our costs of going to court).
- e) You may be charged if no-one is at home when you have requested an emergency call-out, or where an appointment has been made.
- f) If we need to service any **gas appliance** in your home our contractor will give you written notice of the service, but if you do not allow access to your property in line with the written notice, we will regard the case as an **emergency**. If you do not let our staff or other authorised persons in to the property to service gas appliances we may apply to the court for an order, which may be either a possession order or an injunction order (and you may have to pay our costs of going to court). **The council is required by law to service gas appliances in council homes each year. You are putting your life at risk if you do not allow regular checks to be made to gas appliances in your home.**

Care of the Property

- g) You must take care of the property and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings clean, free from rubbish and personal belongings.
- h) You must pay us the cost of any repairs to the property that are needed as a result of wilful damage or negligence, or a failure to take care of the property, (whether the fault is yours or that of any member of your household, or any lodger, sub-tenant or visitor of yours).
- i) You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring onto the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The council will charge you for any repairs which are due to damage caused by these items.
- j) You must take reasonable precautions to prevent fire and frost damage to the property.
- k) You must ensure that any works which you are responsible for under the terms of this agreement are carried out to a reasonable standard, by appropriately qualified tradespersons.
- l) You must arrange and pay for chimneys to be swept each year where solid fuels are used.

Decorating

- m) You are responsible for decorating the inside of the property, (which includes decorating as often as necessary to keep decorations to a reasonable standard).

Gardens, outbuildings and other external areas

- n) You must keep your garden neat and tidy this includes hedges, shrubs and trees.
- o) You must keep fences, sheds, greenhouses or any other outbuildings. provided by you, in good repair.
- p) You cannot or arrange for anyone on your behalf, to cut down trees and hedges within the boundaries of your home without first getting written Council permission.
- q) You must not park or drive a motor vehicle, caravan or boat within the boundaries of your home, or over council owned grass verges without providing a hard standing and a car crossing. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from us before any work to construct a hard standing and pavement crossing is begun.
- r) You must not construct any garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing Services see the Housing Information Handbook for how to apply.
- s) You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.

Improvements

- t) If you wish to make any improvements to your home you must always get written permission from Housing Services **before** this work takes place. It is also your responsibility to get any planning permission or building regulation approval before the work is started. Even if you are given permission to improve your home by another council department, you must **always** get written permission from Housing Services before you can do this work. If you fail to do this you may be asked to put right the improvement at your own expense.

Health and Safety

- u) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality. Examples would include:
 - **The storage of dangerous and/or inflammable materials or fuels in the property, outbuildings, communal area or garden, including gas bottles**
 - **The use of portable gas, oil or paraffin heaters in the property**
 - **Interference with equipment for detecting or putting out fires**
 - **Carrying out unsafe DIY, electrical or other work in the property**
 - **Throwing things out of windows or balconies**

Temporary Accommodation during major repair work

- v) If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you may have to pay legal costs.

Disposal of Household Waste

- w) You or members of your household must dispose of your household waste properly and you must take reasonable care to make sure that it does not become scattered in communal areas or in the area near the property, or cause a nuisance or annoyance to any person. Information about disposal of bulky items is contained in the Housing Information Handbook.

Smoke Alarms

- x) You are responsible for all smoke alarms in your property, whether installed by you, the council or by any previous tenant. This includes testing and maintaining the alarm and changing the batteries.

10. Use of Premises

Occupying the property

- a) Once you have signed your tenancy agreement you must move into the property. You must live in this property as your sole or main home. If you expect to be away from your home for longer than one month, you should tell us. If you stop living in the property as your sole or main home, you will stop being a secure tenant and you will no longer have the legal protection of a secure tenancy. If we have reason to believe that you are not living in the property as your sole or main home, we may ask the court for a possession order against you. If the council suspects that the tenant is not using the premises as their sole or main residence, we may gain access to seek to determine evidence of this.

Running a business from the property

- b) You must not operate a business from your home, garden or communal areas without written consent from the council.

Overcrowding

- c) You must not allow the property to become overcrowded. We may apply for a possession order if we find that the property is overcrowded.

Sub-letting

- d) You must live on the premises and must not sub-let or give up possession of all or part of your home without the Council's consent. You must not give away or sign over your tenancy to anyone without our written permission.

Nuisance

- e) You must use your home as a private dwelling and in a reasonable manner, not causing nuisance or anti-social behaviour at the premises, for more details see the Housing Information Handbook.

11. Nuisance and Anti-Social Behaviour

- a) We are firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property, including lodgers and sub-tenants, from carrying out any nuisance, annoyance, harassment or anti-social behaviour as detailed in this section. This includes any nuisance, annoyance, offence or harm to any:

Neighbour**Other tenant of City of York Council****Businesses or services operating in the locality****Other person living in or visiting the locality.**

If they do you will be held responsible as if you had committed it yourself. You must ensure that no intentional damage is caused by you or anyone living in or visiting your home.

We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

- b) Using your home or any other council property for illegal or immoral purposes. In particular the Council will not tolerate the property being used in connection with the possession, use, supply of, or dealing in illegal drugs or substances. You must not use the property, or supply from or in the neighbourhood of the property, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or any lodger, sub-tenant or visitor carries out any such act. If they do, you will be responsible as if you had committed it yourself
- c) Keeping an illegal weapon on the property
- d) Threatening behaviour at the property or in the locality with or without an offensive weapon
- e) Using the property (including gardens, garages and outbuildings) for criminal, immoral or illegal purpose, including storing, selling or handling stolen, illicit or offensive goods.
- f) Drawing graffiti on or otherwise damaging public property in the locality. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this agreement, or any other property in the locality.
- g) Creating or permitting any noise which, in the opinion of the Council, causes a serious nuisance.
- h) Damaging or allowing an animal you own, or are responsible for, to damage any property or belongings of City of York Council, any neighbours, any other tenant of ours, any other person living in the area near the property. If any member of your household, lodger, sub-tenant or visitor commits any such act, you will be held responsible.

Harassment

- i) You must not commit or allow members of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.
- j) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

Racial Harassment

- k) The Council will not tolerate racial harassment. The tenant must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you are found guilty of it.

Communal (shared) Areas

- l) You or anyone living in or visiting the property must not do anything in or to communal areas that may cause offence to other users of those areas or that will cause damage to the communal areas. For example: car breaking, car repairs, bonfires, games or parties. A communal area is a part of the building or estate which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Children

- m) You must exercise control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. This includes allowing any of them to play ball games where this is prohibited or causing a nuisance, or leads to difficulties which the council is then asked to resolve.

Behaviour towards City of York Council Employees and Contractors

- n) You must not physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any lodger, sub-tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

Noise

- o) You must not operate any device or equipment, or do any activity, which creates so much noise that it causes nuisance or annoyance to your neighbours **or** creates unreasonable noise levels outside the property. This includes:
- playing any television or radio, musical instrument, record, tape, CD or other recording.
 - excessive use of power tools,
 - activities such as parties which might cause justifiable complaint due to noise levels or timing

Domestic Violence

- p) You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household. Where a member of the household is caused to leave the home through domestic violence inflicted by another member of the household, we may seek possession of the property if firm evidence is obtained that the victim has left the property.

Pets

- q) You must not allow any animals or pets you own, are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and

the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.

- r) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the communal areas, you are responsible for cleaning this up.
- s) You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property.
- t) You must also reasonably and suitably restrain any animal kept at the premises when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business.
- u) We reserve the right to restrict the number or type of animals you may keep, or to require you to remove them altogether.
- v) You must not keep any pets that pose a danger, or threat of danger to your neighbours and the public, or anyone living in the locality.

12. False Information

You must give accurate information when applying for a tenancy. We will take steps to repossess the property if you (or another person on your behalf) gives false information to get the tenancy.

LEGAL INFORMATION

13. Changing tenancy terms

Tenancy terms, or services provided under the tenancy, other than rent and charges, can be changed after consulting tenants and recognised tenants, community or residents' associations after giving 4 weeks written notice.

14. Notices

- a) **If you need to serve any legal documents** on the City of York Council Community Services they should be sent to or left at the following address:

Community Services (Housing)
PO Box 407
Finance and Housing Centre
Library Square
York YO1 7YN

- b) **Notices that need serving on you** by the Council may be served by giving them to you by hand or by leaving them at the premises to which they relate, or your last known address if you have moved. We will assume that you have received all letters and notices within 72 hours if we posted them or 24 hours if we delivered them by hand.

Please fill in this section if you are a previous tenant and owe us money.

I confirm that

On (date)

I owe City of York Council

£

for my previous tenancy at

Address

and court costs of

£

have been added

I owe a total of

£

I agree to pay

£

when I sign this agreement

and then

£

every week until the debt is cleared

Your signature

Date

Signature on behalf of City of York Housing Services

Date

City of York Council Housing Services Pet Policy

1. Policy statement

- 1.1 This policy statement sets out Housing Services approach to the keeping of pets by its residents. Housing Services recognises the benefits that responsible pet ownership can bring to owners. However, controls must be in place to prevent irresponsible pet ownership which can cause suffering to animals and nuisance to neighbours.
- 1.2 This policy has been formulated using the Pet Advisory Committee's publication ***Pet Management for Housing Providers 2010*** which sets out best practice for keeping pets in social housing.
- 1.3 The aim of the Policy is to give clear guidance on pet ownership to both officers and tenants. In particular it covers the following issues:
- What pets can be kept and in what circumstances;
 - How advice on responsible pet ownership is communicated to residents;
 - The actions Housing Services will take where pets are kept inappropriately or cause nuisance to neighbours.
 - How the tenancy agreement links to this policy

2. Pets and the law

- 2.1 There are a number of pieces of legislation that directly or indirectly cover keeping of animals. A full list and the most relevant points can be found in the Pet Advisory Committee publication, ***Guidelines on Pet Management for Housing Providers 2010***.
- 2.2 The key Acts that officers should be aware of are;

- The Animal Welfare Act 2006
- Dangerous Dogs Act 1991
- Dangerous Wild Animals Act 1976

Failure to abide by these requirements may result in prosecution by the police as well as civil action for breach of tenancy by Housing Services.

3. Tenancy agreement

3.1 The City of York Council's tenancy agreement contain very clear clauses on keeping pets. The clause relating to pet ownership states:

- a) You, or anyone living at your property, must not keep the following animals at your property:
 - Any dog the Dangerous Dogs Act 1991 applies to.
 - Any animal the Dangerous Wild Animals Act 1976 applies to.
 - Any other animal that poses a danger, or threat of danger to your neighbours and the public, or anyone living in the locality
 - Any livestock not suitable for a domestic environment.
 - Any animal which causes a health and safety risk in the area
 - Any animal which is not bred as a domestic pet.
- b) You must obtain permission from Housing Services before you can keep a pet, pets or other animals in your home, garden or any shared areas.
- c) Permission will only be refused where it is clear that it is unsuitable for you to keep a pet, pets or animals or for any other appropriate reason such as a proven history of animal neglect.
- d) Permission can be withdrawn if your pet, pets or animals are causing a nuisance or compromise health and safety for your or others.
- e) We reserve the right to restrict the number of animals you may keep, or to require you to remove them altogether by withdrawing permission to keep them.
- f) You must not breed animals for commercial gain in your property, gardens or any shared areas.
- g) You must not allow any animals or pets you own, are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.
- h) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the communal areas, you are responsible for cleaning this up.

- i) You must not keep an animal in any internal or external shared area.
- j) You must keep any pets you own or are responsible for under control. If you own a dog, this should be kept on the lead, when out in the community. This also applies to any pets your visitors bring with them to the property.
- k) You must keep your pet, pets or animals restrained when passing through shared areas.
You must also reasonably and suitably restrain any animal kept at the premises when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business

And for sheltered scheme tenants

Pets:

- 3.2 You may not keep a pet in your home unless you have written permission from a housing officer. Dogs must be kept on a lead at all times in communal hallways, and are not allowed in any other communal areas. Pets must not be allowed to roam free in communal areas. Permission for pets may include reasonable conditions, and permission may be withdrawn if they cause a nuisance to other tenants living in the scheme. You do not need permission to keep an assistance dog, and these may accompany you into communal parts of the scheme. You must not allow pets to foul in communal garden areas of the scheme, or on footpaths outside the scheme. All waste must be disposed of responsibly.
- 3.3 The clauses relating to “*Care of the Property*” also applies to any damage caused by pets. Most damage caused by pets is due to lack of supervision or control of the pet and therefore tenants must act responsibly to prevent this.
- 3.4 Housing Services at any time at its absolute discretion may withdraw such consent and this will be binding on the tenant.

4. Criteria

- 4.1 Tenants should seek permission to keep pets in all circumstances as this allows Housing Services to:
- Assess whether permission can be granted
 - Record what animals are being kept
 - To issue the tenant with a standard agreement on pet ownership which the resident signs

- To remind tenants of the terms of their tenancy agreement in relation to keeping of pets

4.2 Permission will only be given after the type of animal and its size has been taken into consideration together with the type of property the tenant lives in. If the tenant has access to their own garden, we will normally give permission.

4.3 Housing Services recognises that in some cases a pet may be the only companion a tenant may have, therefore there may be some exceptional circumstances where permission is given outside of the policy. However, it may be withheld or withdrawn if there is a health risk or nuisance to other tenants. We will always agree to the keeping of guide or other assistance dogs.

4.4 Permission will not be granted where there is an ongoing problem with nuisance or another breach of tenancy or where there has been a recorded and evidenced problem in the past with pets.

4.5 Tenants who wish to temporarily look after pets must still apply for permission in writing.

5. What pets can be kept?

5.1 Permission will normally be granted to small domestic animals e.g. hamsters, small birds and fish.

5.2 Permission will *not normally* be granted for the following:

- Dogs specified in the Dangerous Dogs Act 1991
- Farm animals / livestock unless suitable for a domestic environment
- Animals registered under the Dangerous Wild Animals Act 1976.

- If in doubt about whether a dog falls within the remit of the above acts, the housing officer should seek specialist advice.

6. Responsibility

- 6.1 Tenants are responsible for the health and safety of their pets. Under the Animal Welfare Act 2006, this is called a duty of care. This requires proper day to day management and care of the pet. Any case where neglect or mistreatment has occurred should be reported to the RSPCA on **0300 1234999**.
- 6.2 The control of pets and any pets visiting the property are the responsibility of the tenant. If cats are allowed free access outside then the tenant must take steps to ensure that they do not cause a nuisance to neighbours e.g. fouling communal areas. Dog faeces must always be removed immediately.
- 6.3 If any tenant wishes to construct a cat flap or outside accommodation for their pet they must first seek written permission from Housing Services.
- 6.4 No pet should be left in a property when the tenant is away unless clear arrangements have been made to provide adequate care. In general this will require the pet to be boarded elsewhere but close supervision by a neighbour may be adequate for some animals.
- 6.5 If a tenant is minding or looking after a pet for someone else, the criteria in this policy still apply.

7. Permitted number of pets

- 7.1 Housing Services will not state a definitive number of pets that are allowed in a home but as a general rule, no more than 2 animals per home will be allowed. Any exceptions to this must be agreed with the Housing Officer. Staff must also be mindful of the type and size of dogs when considering this.

8. Unauthorised pets

8.1 We may be forced to take action in cases where tenants get a pet without authorisation. Enforcement action could include:

- Requiring the tenant to re-home the pet
- Refusing a transfer until the matter is resolved
- Involving statutory and voluntary agencies such as the police, local authority or RSPCA
- Extending and potentially ending an Introductory Tenancy
- Obtaining an injunction
- Demoting the tenancy
- Legal action to obtain a possession order
- Eviction in the most serious cases
- Requiring the dog to be micro-chipped

8.2 In all cases we will do our best to work with the tenant or their representatives to try and find a resolution to the situation to avoid enforcement action if possible. In addition, tenants have the right to appeal any decision made.

9. Enforcement action for breach of tenancy

9.1 In cases where a breach of tenancy occurs as a result of a tenant keeping a pet and the tenant is not making any effort to address the problems we may treat the case as anti social behaviour and have to resort to the enforcement action listed above.

9.2 Examples of breach of tenancy may include:

- Distressed animals
- Pets fouling communal or individual gardens and this is not being cleared up immediately
- Pets fouling in neighbours' gardens
- Excessive noise
- Pets left alone in a property
- Too many animals within a household
- Unpleasant odours due to pets
- Aggressive animals causing distress to other tenants or animals
- Damage caused to council property by the pet
- Breeding of pets

- 9.3 In some cases it may be appropriate to consider mediation rather than legal action.
- 9.4 Any costs incurred by Housing Services in relation to enforcement action will be passed on to the tenant.

10. Requesting permission

- 10.1 Permission should be requested in writing using the Application form attached providing full details of the pet requested. Tenants must wait for a full response before getting a pet. It is important that tenants do not assume that permission will be granted.

11. The decision and appeal process

- 11.1 The Housing Officer should consider the request in line with this policy and by referring to the Pet Advisory Committee's ***Guidelines on Pet Management for Housing Providers 2010***. They must then write to the tenant indicating whether or not consent will be given and advising them of their right to appeal if permission is not granted.
- 11.2 Tenants may appeal in writing to the Housing Landlord Service Manager within 5 working days of receiving the decision from the housing officer. In such situations a home visit will be undertaken within 10 working days to discuss the situation. Alternatively, a meeting will be arranged at a suitable venue within the same timescale.
- 11.3 The Housing Landlord Service Manager will write with the final decision within a further 5 working days of the meeting.
- 11.4 In cases where an appeal has been made we may seek the advice of an external organisation such as The RSPCA or Pets Advisory Committee.

12. Withdrawing permission

- 12.1 If a decision is taken to withdraw permission this must be done in writing, stating the reason. A right of appeal should also be given.

- 12.2 A reasonable level of evidence must be obtained before withdrawing permission. Reference will be made to the level of evidence for issuing possession proceedings in making decisions. As a minimum officers must have at least one of the following:
- directly witnessed breaches of the tenancy agreement by council officers or other relevant organisations
 - have recordings (sound and / or video) photographs
 - witness evidence of a robust nature from at least 2 independent witnesses (one can be a council officer or officer from another relevant organisation).

HOUSING SERVICES**Pet Agreement Form**

Name of resident	
Address	
Type of Pet: Breed: Age:	
Name of Pet	
Description of pet if cat or dog / attach photo	
Vet and healthcare details	
If a dog, is it micro- chipped?	

I am applying to Housing Services Housing to keep the above pet(s) and by signing this form I am agreeing to the following:

- To be responsible for and supervise the pet/s at all times
- To care for the pet and its health and safety and overall welfare
- To ensure the pet/s do not cause a nuisance to neighbours
- To ensure that any mess/fouling is cleared up immediately
- To ensure that the pet/s do not cause any damage in the property or communal areas.

I am aware that Housing Services may take action against me if my pets cause a nuisance which could include the removal of the pet or my eviction.

If I vacate the property I understand I must take my pet(s) with me and ensure that all items relating to the pet are removed and the property is thoroughly cleaned.

Signed.....

Date.....

City of York Council Housing Services has granted permission to keep the above pet

Signed:.....Position:.....

Date:
.....



Decision Session - Executive Member for Housing and Safer Neighbourhoods 16 December 2015

Report of the Director for Communities and Neighbourhoods

Approval of the updated Allocations Policy for City of York Councils Gypsy Roma and Travellers Sites

Summary

1. To seek approval of an updated Allocations Policy, in order to allocate pitches across the Councils three sites fairly and consistently. The policy has been updated to reflect the changes to North Yorkshire Home Choice (NYHC) policy to ensure equality and fairness to all customers.

Recommendations

2. The Executive Member is asked to approve Option 1-
 - To approve the updated draft policy and application form to be implemented forthwith

Reason: To ensure we have an up to date policy which reflects the North Yorkshire Home Choice policy and meets the council's requirements regarding equalities. Approval of this policy will enable us to allocate pitches to ensure the travelling community are treated in a fair and equal manner.

Background

- 3 City of York Council owns and manages 3 Gypsy Roma and Travellers sites, geographically located across the City and totalling 61 pitches. Each pitch has a hard standing with amenity block and includes, electricity, running water, toilet and bathing facilities, kitchen and living space.
4. The waiting list held by the council for its three sites currently stand at 18 households.

5. The key objectives of the Allocations Policy are to:

- Make sure that those assessed as being in most need are prioritised
- Be fair, efficient and consistent in the allocation of pitches
- Ensure equality of opportunity in the allocation of pitches

Consultation

6. Consultation was undertaken with all customers currently on the waiting list in line with advice from Housing Registrations. 18 Letters were subsequently sent out with 2 positive responses but no negative responses.
7. Customers who live on the sites currently and who are on the waiting list were spoken to about the consultation and encouraged by support staff to engage with the consultation. Most did not feel that they needed to comment as they expect to be treated in the same way as other customers by CYC.

Options

8. Option 1- To approve the updated draft policy to be implemented forthwith.
9. Option 2- To reject the updated draft policy.

Analysis

Option 1

10. This policy has been updated:
- To reflect the North Yorkshire Home Choice Policy (NYHC)
 - To provide greater detail so applicants are clear about the policy and procedure for allocating pitches
 - Additional information provided in order that the policy has more clarity and sections have been changed to reflect the NYHC policy
 - The changes include the following;

11. Section 1 Introduction

- Objectives of the Policy - have included 'to meet the legal requirement of the Mobile Home Act 1983'.
- Meeting our obligations – ensuring that the policy is compatible with existing legislation
- Included - Information sharing, confidentiality and Data Protection
- Amendment to Service Standards to reflect the NYHC
- Included a section on monitoring and review of the policy

12. Section 2 Applying for a pitch

This section has been updated fully in line with the NYHC policy

- Who qualifies to apply – emphasis has changed to identify who is in eligible to apply
- Disclosure of allegiance i.e. related to council worker or councillors
- Fresh Applications – This section covers where applicants are required to complete a new application
- How to apply
- Verifying Information – Tells applicants what verification will be completed
- Confirming registration describes what the applicant will receive once their application is registered

13. Section 3 Changing / Cancelling Applications

- This is a new section that describes what the applicant has to do where there is a change in their circumstances or cancellation of their application.

14. Section 4 Assessing Applications and Offers (new section)

- This section explains how applications are assessed and how offers will be made

15. Section 5 Period of Exclusion

- This section was previously called 'offers and penalties' again this is to bring the policy in line with the NYHC policy
- Includes exclusion reasons and circumstances in which they will apply, and the rules and period of exclusion.
- Anti social behaviour the exclusion period increases from minimum of 6 months to a minimum of 2 years in line with the NYHC.

- Where an applicant owes a debt to CYC or another local authority, exclusion will apply unless the debt is paid in full or an agreement has been made to pay the debt off and this has been maintained for at least 13 weeks and is continuing in line with the NYHC policy.
- Exclusion will be applied where the applicant or partner is currently resident on a council owned site or in a council tenancy and has breached their occupancy conditions.
- Where an applicant provides false or misleading information, the exclusion increases from 6 months to a minimum of 12 months.
- If you are found to be squatting or are an unauthorised applicant on a site or individual pitch the exclusion period is increased from a minimum of 6 months suspension to a minimum of 12 months exclusion.

Option 2

16. This policy would be at variance to North Yorkshire Home Choice policy. By bringing the policies in line with NYHC there will be less margin for error occurring between the two policies.

Council Plan

17. The amendments to the allocation policy in line with the aim of focusing on frontline services – specifically ‘to ensure all residents, particularly the least advantaged, can access reliable services and the community facilities’

Implications

18. **Financial:** None
19. **Human Resources (HR):** None
20. **Equalities**– Community Impact Assessment has been completed.
21. **Legal-** legal services have been consulted
22. **Crime and Disorder** – None
23. **Information Technology (IT)** – there will be a need to update the existing ICT system to take account of the changes.
24. **Property** – None
25. **Other-** None

Risk Management

26. There are no known risks

Contact Details

Author:

Chief Officer Responsible for the report: Steve Waddington

Ann-Marie Douglas

Director of Communities and Neighbourhoods

Temporary Accommodation Manager

Report Approved

Date 7.12.15

Tel 01904 554122

Wards Affected: List wards or tick box to indicate all

All

For further information please contact the author of the report

Background Papers:

Annexes

Annex 1: Pitch Allocations Policy for Gypsy Roma and Traveller Sites- November 2015

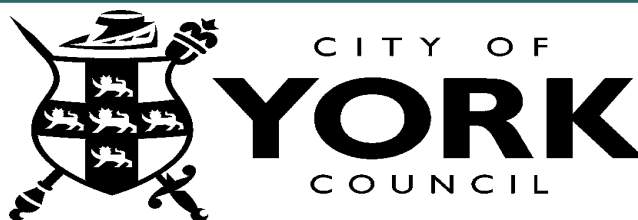
Annex 2: Community Impact Assessment: Summary

Abbreviations

NYHC - North Yorkshire Home Choice

CYC – City of York Council

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Pitch allocation policy for Gypsy and Traveller sites

Contents

Section one - Introduction

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- 4.1 Assessing your needs
- 4.2 Exceptional Circumstances
- 4.3 Allocations between priority groups
- 4.4 Before we make an offer
- 4.5 Offers
- 4.6 Tenancy Type

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Section Six- Useful contacts

Section one - Introduction

1.1 Scope of the policy

We have three Gypsies and Travellers sites, these are in:

- Clifton (23 pitches)
- James Street (20 pitches)
- Osbaldwick (18 pitches)

This policy sets out the way in which vacant pitches will be allocated and was approved by committee in May 2014.

Each plot has an amenity space with kitchen and bathroom. Utilities are paid by the pitch holder to the relevant organisations.

Permission is for one tourer and one static caravan per pitch. Requests for extra caravans must be in writing and sent to City of York Council, permission may be granted depending on need and size of pitch (fire regulations will apply)

1.2 Objectives of the policy

The objectives of the policy are to:

- To meet the legal requirements of the Mobile Homes Act 1983.
- Make sure that those assessed as being in most need are prioritised;
- Be fair, efficient and consistent in the allocation of pitches; and
- Ensure equality of opportunity in the allocation of pitches.

1.3 Meeting our obligations

City of York Council will ensure that the policy is compatible with existing legislation, including: (this list is not exhaustive but not final)

- Human Rights Act 1998
- Freedom of Information Act 2000
- Children Act 1989
- Data Protection Act 1998
- Crime and Disorder Act 1998
- Equality Act 2010

1.4 Information sharing, confidentiality and Data Protection

All information received relating to a Traveller Site application will be treated as confidential in accordance with the Data Protection Act 1998.

Information will not be given to third parties unless consent has been given by the applicant; however consent will not be required where there is a public safety interest or to prevent crime.

1.5 Equal opportunities

City of York Council tries to ensure it's policies and practices are non discriminatory and will aim to promote equal opportunity by preventing and eliminating discrimination on the grounds of gender, colour, race, religion, nationality, ethnic origin, disability, age, HIV status, sexual orientation or marital status. The scheme aims to be accessible, responsive and sensitive to the diverse needs of individuals.

1.6 Service Standards

A summary of our service standards are set out below.

We will:

- Process your application within ten working days of receipt of all necessary information and provide you with an acknowledgement that you have been registered.
- Acknowledge any letter or email within 10 working days.
- Show identification if we visit your home and arrange visits that are convenient to you.
- Be polite and respectful at all times.

1.7 Monitoring and review of the policy

We will monitor applications and allocations to support the achievement of our policy objectives and to ensure that applications are processed fairly and consistently.

The policy will be reviewed in line with our Policy Review Schedule or changes to any relevant legislation or national or local policies.

Section two - Applying for a pitch

2.1 Who qualifies to apply

Some applicants who apply including current tenants who wish to transfer may not qualify to join the register and these include persons:

- ⇒ Under 18
- ⇒ With anti-social behaviour issues which have caused or are likely to cause serious nuisance to neighbours.
- ⇒ Rent arrears
- ⇒ With no local connection to York
- ⇒ Who own their own home (fixed property) or reside with a household member who is a home owner.
- ⇒ Who have deliberately worsened their circumstances with the intent of increasing priority.
- ⇒ Provided false information and/or deliberately withhold information.
- ⇒ from abroad who have no right of access to public funds.

Annex 1

The following applications may not qualify for the Travellers Waiting List because of unacceptable behaviour: Where the behaviour of the person concerned or the behaviour of a member of his/her household could have entitled another housing provider to a possession order under section 84 of the Housing Act 1985 (c.86) on any ground mentioned in Part 1 of Schedule 2 to that Act including the private sector. (This includes nuisance and rent arrears in all tenancies including the private sector.)

No Local Connection

Applicants will need to meet one of the following criteria:

- Currently live within the City of York Council boundary and have done so for at least 6 out of the last 12 months or 3 out of last 5 years.
- Have permanent employment in the local area within reasonable daily commuting distance.
- Have a close family member residing on one of City of York Councils sites who you have a meaningful relationship with ie mother, father, adult son, brother, daughter, sister (Habitual Residency Test)

You will be asked to provide evidence of the above.

Joint Applications

Couples who intend to live together must make a joint application. All applicants must be eligible as per this policy.

Existing tenants and their households

Tenants will not normally be allowed to move if:

- They owe rent to their landlord or any other housing related debts.
- They are currently in breach of other tenancy conditions and their landlord has initiated formal action in respect of these breaches.
- Their property has been adapted to their needs (unless the adaptation is no longer required or the property they wish to move to also includes all the adaptations they require)

2.2 Disclosure of Allegiance

All applicants must disclose if they or a close relative work for City of York Council, any Housing Associations or other Social Landlords; or are related to any City of York Council Members.

2.3 Pets and other animals

Please note horses are not allowed on the sites and only 2 dogs per pitch, so you will be required to comply with this if your application is successful. Poultry and other birds/animals may be permitted at discretion of City of York Council by putting a request in writing.

2.4 Fresh Applications

Applicants who have been:

- Previously deemed not to be eligible
- Have been assessed as non qualifying
- or have had an application cancelled from the register

May make a fresh application, if they consider they should now be treated as eligible or qualifying.

It will be the responsibility of the applicant to show that his/her circumstances have changed or that the relevant period of exclusion has elapsed (see section 3 for break down)

2.5 How to Apply

Application forms are available from City of York Council website to download.

Complete and return to Housing Registrations, West Offices, Station Rise, York, YO1 6GA. If you have any queries with completing the form, please contact Ordnance Lane (see section six for useful contacts)

2.6 Verifying Information

During the application process, applicants will be asked to provide supporting evidence to verify their identity and personal circumstances. This will include:

- 2 x copies of identification for the main applicant and joint applicants
- (one of which must include confirmation of the National Insurance Number and proof of current address)
- Where appropriate (persons from abroad proof of work permits/documentation)
- Proof of child benefit or child tax credits/residency of child and principle home of the child where appropriate.

Additional information and documentation must be provided if requested.

The application must be complete and applicants will be required to send copies of the above to the Housing Registrations Department within 28 days of date of request or at point of application.

This may be supplemented by the following:

- Seeking references from former landlords or other persons
- Obtaining supporting information from other organisations
- Carrying out a home visit

Failure to respond to a request for information as part of the initial verification process within 28 days will generally lead to cancellation of the application. Further verification may be required during the application/allocation process. Applicants will be advised of shorter timescales to provide additional information/documentation at point of offer. It is the responsibility of the applicant to provide the information/documentation. If they do not, the application will not proceed.

2.7 Confirming registration

Applicants will receive confirmation that their application has been registered together with:

Their registration date and application reference number

The band they have been awarded

The position on the register at that point. *Please be aware this may change over time.*

Section three - Changing/Cancelling Applications

3.1 Change in circumstances

It is the responsibility of the applicant to notify Housing Registrations Department of any change in circumstances that could affect their application. The application will be reassessed on the basis of their changed circumstances and placed in the band that reflects their current housing need.

If an application is moved to a higher band as a result of changed circumstances then the priority band date will be the date that the change was notified.

If the band remains the same, the date of priority band will also remain the same.

3.2 Keeping the register up to date

The waiting list is reviewed annually, all applicants will be contacted and asked if they want to remain on the register. Failure to respond within 28 days, will result in the application being cancelled.

3.3 Cancelling applications

Applications may be cancelled in the following circumstances:

- A failure to provide verification information in the given time period
- A request has been made by the applicant to cancel the application (this must be in writing)
- No reply to the renewal letter
- Applicant has been rehoused elsewhere
- Applicant has purchased or become owner/shared owner of a property
- Lost contact with applicant as they have moved address
- A sole applicant has died
- Applicant or a household member does not qualify to join the waiting list on the grounds of their serious unacceptable behaviour (including rent arrears)
- When it is clear and evidenced that an applicant has provided false information (the applicant must be notified of their right to appeal—see section 3.6) or deliberately withheld information.
- An applicant has been found to have deliberately worsened their circumstances
- Verification—if it is identified that an applicant is no longer eligible to be on the waiting list, the application will be cancelled immediately.
- An applicant no longer has a local connection

3.4 Giving false information/deliberately withholding information

It is a criminal offence for anyone applying for housing from a housing authority to knowingly or recklessly give false information or knowingly withhold information which is relevant to their application.

Anyone found guilty of such an offence may be fined up to £5000 and could lose the property if they have been housed as a result of providing false information or deliberately withholding information.

Applicants who are found to have made a fraudulent claim will have their application cancelled and will not qualify to apply to join the waiting list for a minimum period of 12 months.

This decision will be subject to review and the applicant will be informed in writing of the decision and their right to request a review of that decision in writing.

Applicants can make a fresh application after this time period has expired. The new application will be assessed on current information. Banding date will be from the date of the new assessment.

City of York Council may take action against any professional organisation that knowingly or recklessly either provides false information or deliberately withholds information on behalf of an applicant they are presenting.

3.5 Deliberately worsening of circumstances

Every application will be assessed individually and any applicants who are found to have deliberately worsened their circumstances will have their application cancelled.

Applicants can seek a review of this decision.

Applicants will not qualify to apply to join the waiting list for a minimum of 12 months.

Applicants can make a fresh application after this time period has expired (unless allowed to do so earlier by having their application successfully reviewed)

Banding date will be from the date of the new assessment.

Annex 1

3.6 Right of Review

Applicants have the right to request a review against decisions made in the allocations process. These include;

- Those not eligible to join the waiting list.
- Those who are not a qualifying person under Housing Act 1996 including anti-social behaviour
- A decision to cancel an application
- A decision to withdraw priority banding
- A decision in respect of any information which is being taken into account in considering whether to make an offer of accommodation.

Stage 1

This review will be carried out by an officer of City of York Council senior to that of the processing/decision making officer, who will have had no previous involvement in the original decision.

The request for a stage 1 review should be submitted to the relevant team/manager within 21 days of the date of the original decision letter. The reviewing officer will advise the applicant, in writing, of the stage 1 decision.

Applicants have the right to a second (stage 2) review if they remain dissatisfied. Applicants who require a stage 2 review should advise the reviewing officer, in writing, within 21 days of the stage 1 decision letter.

Additionally applicants have 14 days from the date of their request for a stage 2 review to submit any information on relevant developments since the original decision they wish to be considered.

Stage 2

This review will be carried out by an officer of City of York Council senior to that of the Stage 1. The officer will make a decision within 56 days of the date of the applicant's written request. However the officer reserves the right to extend the decision time. In the event more time is required the applicant will be advised in writing and provided with a reason for the time extension.

A stage 2 review is a paper review but at the officers discretion this can include a conversation or meeting with the applicant.

Section Four - Assessing Applications and Offers**4.1 Assessing your band**

Depending upon your circumstances you will be placed in one of the priority groups listed on the following page.

Overcrowding is defined as when there are more vans on a pitch than is permitted. You must have permission to be staying on the pitch from the landlord.

Priority group A

• You have a caravan or access to a caravan, which is your principal home, but have had nowhere to locate it for at least six months. *You may need to provide evidence of this and a home visit will be required to verify this. You will also need to provide a contact address.*

Priority group B

- You are living on a council pitch with permission from the landlord which is overcrowded.
- You are living on a private pitch with permission from the landlord which is overcrowded.
- You are living in a house with permission from the landlord which is overcrowded.

Priority group C

- You are living on a council owned pitch with permission from the landlord which is not overcrowded.
- You are living in a house with permission from the landlord that is not overcrowded.
- You are living on a private pitch with permission from the landlord that is not overcrowded.

Priority group D

- You have a caravan or access but nowhere to locate it and have lived like this for less than six months
- You have no local connection but are overcrowded

Priority group E

- You have no local connection and are adequately housed either in a house or on another site.

4.2 Exceptional circumstances

We may, in exceptional circumstances, take other needs into account when prioritising applicants;

An assessment of need will be made based on the information included on the application and any other supporting information. Written evidence from a professional is required in these cases.

Factors we may consider in exceptional circumstances include for example:

<i>Factors</i>	<i>Example</i>
Medical or support	The need to be close to medical or support facilities
Social	The need to give or receive care and support to or from
Specialist Education	The need to be close to specialist education facilities.

4.3 Allocations between the priority groups

When a pitch becomes vacant consideration will in the first instance be given to applications in priority group A. If there is no one in priority group A applicants in priority group B will be considered.

If there is no one in either priority groups A or B consideration will be given to applicants in priority group C then D and lastly E.

Allocations within each group will usually be based upon date of application (with the exception of proven exceptional circumstances). The applicant with the earliest date of application will be eligible to receive the offer of the pitch.

4.4 Before we make an offer

Before we make an offer of a pitch we reserve the right to take account of the needs of the wider community and the impact that the allocation could have on the site and the size of the pitch to be allocated.

4.5 Offers

If an applicant refuses an offer they can remain on the waiting list. If they refuse a second offer the application start date will change to the date of the refusal of the second offer.

4.6 Agreement Type

You will be signed up to a traveller site pitch agreement, which is a licence not a secure tenancy. There is no right to buy applicable.

Section Five - Period of Exclusion

The City of York Council recognises the Government's commitment to encouraging inclusion and social stability and will use this policy to encourage access for all applicants in housing need, including those that are socially disadvantaged. This will be achieved by ensuring that each application is treated on its individual merits.

Statutory and regulatory guidance

The Code of Guidance (Allocation of Accommodation June 2012) and Localism Act 2011 explains that Local Authorities may wish to adopt criteria which would not qualify individuals who satisfy the reasonable preference criteria eg antisocial behaviour. CYC has retained the principles of the previous 'unacceptable behaviour test.'

Assessing qualification

City of York Council will consider an application to join the register where a history of unacceptable behaviour is proved, if the applicant is attempting to modify that behaviour with the help of a recognised support agency and that agency will continue the support if/when the applicant is housed.

City of York Council will ensure that the process for assessing qualification is both fair and effective in the management of the traveller housing stock. In reaching a decision on whether or not an applicant does not qualify on the grounds of unacceptable behaviour, all relevant information will be taken into account, including whether the behaviour could have been due to a physical or learning disability or mental health problems.

Grounds for lifting non qualifying status

The basic principle for lifting the non qualifying status will be evidenced material change in the applicant's circumstances. For example:

- Where an applicant has been guilty of unacceptable behaviour, the applicant has demonstrated a material change in their behaviour.
- The applicant has in place a recognised support package that addresses previous misconduct and will continue once housing has been offered under the scheme.
- The relevant conviction has become spent.
- The applicant is addressing their arrears and debts for a minimum of 13 weeks. An affordability assessment may be required.

A fresh application will need to be made by the applicant where they have previously been non qualifying and feel that their behaviour should no longer be held against them as a result of changed circumstances.

<i>Exclusion reasons and circumstances where an exclusion will apply</i>	<i>Rules and period of exclusion</i>
<p>1 Anti-social behaviour</p> <ul style="list-style-type: none"> • By an applicant or a member of their household <p>The list below provides examples of the types of behaviour that we consider to be anti-social. It should be noted that the list is not exhaustive:</p> <ul style="list-style-type: none"> • Annoyance, harassment, violent or intimidating behaviour towards staff members, neighbours or their visitors; • Criminal convictions related to the occupancy of a site for example: drug dealing, prostitution, fire raising; • Extensive damage caused to a landlords property; • Any behaviour which has resulted in an Anti-Social Behaviour Order being granted; • Any behaviour which has resulted in the grant of an eviction; • An established and sustained pattern of conduct considered anti-social; • Or any other behaviour that we consider to be anti-social. • Allowing access to horses to neighbouring land. • Animal neglect/cruelty • Assault 	<ul style="list-style-type: none"> • Minimum of two years <p>Where potential anti-social behaviour has been identified .</p> <p>Where a previous pitch holder/tenant has been evicted for proven criminal activity, you will not be able to apply to the waiting list for a minimum of 2 years.</p> <p>Where an offer of a pitch has been made to the applicant, the offer may be withdrawn pending the outcome of the investigation.</p>

<p>2 Debt owed to City of York Council or another local authority</p> <p>Exclusion will be applied where the applicant or partner has any debt related to a previous site occupancy or former tenancy.</p> <p>Exceptions to this would be where:</p> <ul style="list-style-type: none"> • The debt has been paid off in full; • An agreement has been made to pay the debt off and this has been maintained for at least 13 weeks and is continuing; 	<p>Following proof of full payment of the debt or where an arrangement to pay off the debt has been maintained for 13 weeks and continues to be maintained, a fresh application can be made.</p>
<p>3 Breach of occupancy condition(s)</p> <p>Exclusion will be applied where the applicant or partner is currently resident on a council owned site or in a council tenancy and has breached their occupancy conditions.</p> <p>For example:</p> <ul style="list-style-type: none"> • Unsatisfactory condition of pitch, utility unit, common areas, disposal of rubbish, wilful damage, vandalism, control of pets. 	<p>Exclusion can be lifted if the council is satisfied that the condition of the pitch etc has improved to a satisfactory level and remains there. A fresh application will need to be made.</p>
<p>4 False or misleading information</p> <p>Exclusion will be applied where the applicant is suspected to have deliberately sought to distort information in order to gain advantage over other applicants.</p>	<ul style="list-style-type: none"> • Minimum of 12 months <p>Applications will be excluded until outcome of investigation. If proved, the application will be cancelled and you will not qualify to apply to join the waiting list for a minimum period of 12 months. A fresh application will need to be made.</p>

<p>5 Squatting and/or unauthorised applicant on an City of York Council Traveller Site</p> <p>If you are found to be squatting or are an unauthorised applicant on a site or individual pitch, you will be excluded for a minimum of 12 months.</p> <p>If you vacate the pitch voluntarily, the suspension will not be extended beyond the initial twelve months unless City of York Council has to take court action to remove you.</p> <p>If City of York Council has to take legal action to remove you, you will incur costs which you will need to pay.</p>	<ul style="list-style-type: none"> • Minimum of twelve months From the date that you vacate the plot voluntarily. • Minimum of two years following eviction <p>If it is necessary for City of York Council to obtain a possession order and remove you from the pitch, you will not qualify to apply to join the waiting list for a minimum period of 2 years.</p>
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Section Six - Useful Contacts

Traveller Support Workers
Temporary Accommodation Offices
Ordnance Lane
Fulford Road
York
YO10 4DY
(01904) 553180

Citizens Advice Bureau
West Offices
Station Rise
York
YO1 6GA
0844 411 1444

Housing Registrations Team
City of York Council
West Offices
Station Rise
York
YO1 6GA
(01904) 554044

York Travellers Trust
20 Falsgrave Crescent
York
YO30 7AZ
(01904) 630526

Housing Options Team
City of York Council
West Offices
Station Rise
York
YO1 6GA
(01904) 554500

SECTION 1: CIA SUMMARY
Community Impact Assessment: Summary
1. Name of service, policy, function or criteria being assessed:

Travellers Waiting List

Changes to the Travellers Waiting List Policy

2. What are the main objectives or aims of the service/policy/function/criteria?

To provide a pitch with amenity block to those Travellers who wish to live on one of the 3 Council Travellers sites.

The waiting list has been amended and improved over the years to ensure that the waiting list and the subsequent allocations are as transparent and robust as they possibly can be.

In order to continue to provide an excellent customer service to those customers who wish to apply to the list the Housing Registrations team have agreed to manage the list. This will provide customers with an objective service by a team who don't know the customers personally and who will carry out verification checks which Support Workers find difficult to do due to their close working relationship with the travelling community.

The Strategy and Policies which support the work of the Housing Traveller Team and the Housing Registrations Team are:

Roma Gypsy and Traveller Strategy

NYHC Allocation Policy

Traveller Allocation Policy

Equality duty 2010

Staff – All staff attend Equalities training, Mental Health awareness, Updates to changes in legislation, Housing Benefits training.

3. Name and Job Title of person completing assessment: Ann-Marie Douglas Temporary Accommodation Manager.		
4. Have any impacts been Identified? (Yes/No) Yes	Community of Identity affected: Travelling Community	Summary of impact: To update policy in line with NYHC policy
5. Date CIA completed: 10.11.2015		
6. Signed off by:		
7. I am satisfied that this service/policy/function has been successfully impact assessed. Name: Position: Date:		
8. Decision-making body:	Date:	Decision Details:
Send the completed signed off document to ciasubmission@york.gov.uk It will be published on the intranet, as well as on the council website. Actions arising from the Assessments will be logged on Verto and progress updates will be required		

Community Impact Assessment (CIA)

Community Impact Assessment Title:
Changes to the Travellers Allocation Policy

What evidence is available to suggest that the proposed service, policy, function or criteria could have a negative (N), positive (P) or no (None) effect on quality of life outcomes? (Refer to guidance for further details)

Can negative impacts be justified? For example: improving community cohesion; complying with other legislation or enforcement duties; taking positive action to address imbalances or under-representation; needing to target a particular community or group e.g. older people. NB. Lack of financial resources alone is NOT justification!

Community of Identity: Age

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
Available to 18+	Standard of living Identity, expression and self respect Health Productive and valued activities	N	None
Details of Impact	<i>Can negative impacts</i>	Reason/Action	Lead Officer
			Completion Date

	<i>be justified?</i>			
Suspended from the waiting list – increased the penalty time from 6 months to up to 2 years	Yes	Those customers whose previous behaviour is unacceptable in a tenancy may find themselves suspended from the list for up to 2 years. This brings it in line with NYHC policy.	Post Holder	Ongoing
False or misleading information – increased the penalty time from 6 months to 12 months+	Yes	To bring in line with NYHC policy	Post Holder	Ongoing
Clarification of our obligations – updated to reflect legislations	Yes	To bring in line with NYHC policy	Post Holder	Ongoing
Verification information – will need to provide supporting evidence of ID and personal circumstances	Yes	To bring in line with NYHC policy	Post Holder	Ongoing
Right of review	Yes	To bring in line with NYHC policy and CYC complaints procedure.	Post Holder	Ongoing

Community of Identity: Carers of Older or Disabled People

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No change				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Disability

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No change				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender

Community of Identity: Gender				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No change				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Gender Reassignment

Community of Identity: Gender Reassignment				
Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No Change				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Marriage & Civil Partnership

Evidence		Quality of Life Indicators		Customer Impact (N/P/None)	Staff Impact (N/P/None)
Joint applications		Standard of living Identity, expression and self respect		N	P
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action		Lead Officer	Completion Date
Added that couples who intend to live together must make a joint application.	Y	Complying with other other legislation or enforcement duties. Prevention of benefit fraud.		Post Holder	Ongoing

Community of Identity: Pregnancy / Maternity

Evidence		Quality of Life Indicators		Customer Impact (N/P/None)	Staff Impact (N/P/None)
No Change					
Details of Impact	<i>Can negative impacts be</i>	Reason/Action		Lead Officer	Completion Date

	<i>justified?</i>			

Community of Identity: Race

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No Change				
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Religion / Spirituality / Belief

Evidence		Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)
No Change				

Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

Community of Identity: Sexual Orientation

Evidence	Quality of Life Indicators	Customer Impact (N/P/None)	Staff Impact (N/P/None)	
No Change		None	None	
Details of Impact	<i>Can negative impacts be justified?</i>	Reason/Action	Lead Officer	Completion Date

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