

Item

HOARDING, RECHARGEABLE WORKS & TENANCY POLICIES



To:

Councillor Richard Johnson, Executive Councillor for Housing
Housing Scrutiny Committee 24/09/2020

Report by:

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Wards affected:

All

Not a Key Decision

1. Executive Summary

1.1 This report presents the following Cambridge City Council (CCC) policies:

- Tenancy Policy (2020-23)
- Rechargeable Works Policy (2020)
- Hoarding Policy (2020)

2. Recommendations

The Executive Councillor is recommended to:

2.1 Approve the policies included in Appendices A, B and C

3. Background

- 3.1 The Hoarding Policy (Appendix A) sets out CCC's position on working with tenants who exhibit hoarding behaviours. The Hoarding Policy demonstrates CCC's commitment to the approaches identified in the ['Cambridgeshire and Peterborough Multi-Agency Protocol for Working with People with Hoarding Behaviours'](#) (2016), of which CCC is a signatory.
- 3.2 The Rechargeable Works Policy (Appendix B) was originally agreed by the Housing Scrutiny Committee (HSC) in January 2019. This review is in response to recent work undertaken by the Finance Team to enhance the link between Capita (the payment system) and Orchard Housing. As an outcome of this work CCC can now accept payments directly into tenant's rechargeable repair sub-accounts. This update to the policy also clarifies tenant and council responsibilities for rechargeable repair works, as well as provide guidance on what constitutes emergency and non-emergency repairs.
- 3.3 Under the Localism Act (2011) and as a Registered Provider (RP) of social housing, CCC is required to publish clear and accessible policies which have regard to the requirements set out in the [CCC Tenancy Strategy \(2020\)](#). The Tenancy Policy (Appendix C) has been reviewed in response to the CCC Tenancy Strategy (2020) agreed by HSC in January 2020.

4. Policy content

4.1 The Hoarding Policy

The key areas to note are:

- All Officers involved in the assessment of hoarding cases will complete 3 'Protocol' risk assessments contained within the Case Assessment Booklet
- Where the tenant has good/fair insight into their behaviour an internal referral to Tenancy Sustainment Service (TSS) will be made

- Where the tenant has no insight into their behaviour and the risk rating is high the Officer will instigate a multi-agency meeting
- The development of an action plan by the tenant to ensure ownership of the behaviour
- A commitment by TSS to support the tenant for 6 months
- Enforced clearance only when specific criteria are satisfied
- All enforced clearances to be recharged to the tenant

4.2 The Rechargeable Works Policy

The changes to note within the revised Rechargeable Works Policy are:

- Tenant to be charged an abortive call-out fee where the tenant has missed a pre-arranged appointment on 2 consecutive occasions. No further non-emergency work to be undertaken until this fee is paid. This fee cannot be applied to tenants retrospectively as it is dependent upon the tenant signing the Non-emergency Rechargeable Repair Form which contains the abortive call-out fee obligation
- List of items showing who is responsible for the repair (tenant or council) included
- Definitions of emergency, urgent, routine and long-term works included
- Schedule of rates removed and reference to annual review in-line with National Schedule of Rates included
- Upon the implementation of requisite internal processes and appropriate legal instruments the tenant will be charged a false-emergency call-out fee (where an emergency call-out is made for a non-emergency repair)

4.3 The Tenancy Policy

The changes to note within the revised Tenancy Policy are:

- CCC's use of positive under-occupation incentives to help tenants move to smaller accommodation
- CCC's application of Local Housing Allowance rates
- CCC's fulfilment of the public sector equality duty when developing new tenancy management policies

- Reference to the support provided by the TSS, Visiting Support Service and Income Team
- Clarity on succession (only one succession per tenancy)
- Summary and link to the Tenancy Management Service Standards

5. Implications

(a) Financial Implications

The review of the Rechargeable Work Policy will not have significant financial implications on customers. The principle of recharging tenants and residents for services that are not the responsibility of the Council has been in place for a number of years. The introduction of the abortive call-out fee is anticipated to help prevent missed appointments, as CCC will withhold non-emergency repair services until the fee is paid. The prevention of multiple missed appointments will have a positive financial impact as it will lead to better use of council resources.

The introduction of the Hoarding Policy will require all enforced clearances to be paid for by the tenant in-full prior to the clearance, but where this is not possible the debt will be added to the tenants sub-account on a recharge basis.

(b) Staffing Implications

To support implementation of the policies, procedures setting out the processes and templates will be developed. These supporting documents will provide clarity to staff by setting out expectations with regard to delivery of the policy requirements.

(c) Equality and Poverty Implications

The potential impact on protected characteristic groups has been considered as part of the Equality Impact Assessment (EQiA). The introduction of these policies will not have equality implications on Council residents.

(d) Environmental Implications

None

(e) Procurement Implications

None

(f) Community Safety Implications

None

6. Consultation and communication considerations

The policies have been shared with Housing Scrutiny Committee (HSC) Resident Representatives, and their feedback considered and included as appropriate.

7. Background papers

No background papers were used in the preparation of this report.

8. Appendices

- A. Hoarding Policy (2020)
- B. Rechargeable Works Policy (2020)
 - a. Appendix A - Categories of repair works by urgency type
 - b. Appendix B - Council and tenant repair responsibilities
- C. Tenancy Policy (2020)

9. Inspection of papers

For queries about this report please contact:

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HOARDING POLICY

1 PURPOSE

1.1 This Hoarding Policy sets out Cambridge City Council's (CCC) position on working with tenants who exhibit hoarding behaviours. CCC is a signatory of the ['Cambridgeshire and Peterborough Multi-Agency Protocol for Working with People with Hoarding Behaviours'](#) (2016) ('the Protocol') and is committed to upholding its approaches. These include:

- The assessment of hoarding cases in an evidence based, structured, systematic and consistent way so that information about the risks and challenges can be shared and understood with partner agencies
- Establish best practice when working with people who display hoarding behaviour, so that a personalised response is provided and the person's rights, choices and autonomy are respected
- Develop multi-agency solutions, maximising the use of existing services and resources of professional support and monitoring
- Focus on prevention and modification of hoarding behaviours, aiming to reduce the need for formal or compulsory solutions.

1.2 CCC recognises that hoarding is a complex condition which cannot be resolved quickly. Successful management of the behaviour requires significant input from several agencies and cooperation from the tenant. In its capacity as a landlord, CCC does not expect to resolve the hoarding behaviour, but rather, work with the tenant and external partners to source appropriate support, while mitigating any health, safety and environmental risks to the tenant and neighbours, and limiting damage to the property.

2 BACKGROUND

2.1 In 2018 the World Health Organisation (WHO) formally recognised the hoarding disorder through its inclusion in the **International**

Classification of Diseases (ICD). The ICD was presented at the World Health Assembly in May 2019 for adoption by Member States in January 2022. The ICD and the **Diagnostic and Statistical Manual of Mental Disorders (DSM)** (2013) both categorise hoarding under Obsessive-Compulsive and Related Disorders.

2.2 The ICD definition of hoarding is as follows:

“Hoarding disorder is characterised by accumulation of possessions due to excessive acquisition of or difficulty discarding possessions, regardless of their actual value. Excessive acquisition is characterized by repetitive urges or behaviours related to amassing or buying items. Difficulty discarding possessions is characterised by a perceived need to save items and distress associated with discarding them. Accumulation of possessions results in living spaces becoming cluttered to the point that their use or safety is compromised. The symptoms result in significant distress or significant impairment in personal, family, social, educational, occupational or other important areas of functioning.”

2.3 The Care Act (2014) formally recognises hoarding under the category of self-neglect. Self-neglect is defined as an extreme lack of self-care. This can include, refusal or inability to cater for basic needs, including personal hygiene and appropriate clothing, feeding, or tending appropriately to any medical conditions. If, when working with a tenant who exhibits the hoarding behaviour, the CCC Housing Officer considers there to be a care or support need and a risk of self-neglect then the necessary referral to Cambridgeshire County Council will be made in-line with CCC’s Safeguarding Children and Adults at Risk Policy (2016).

3 MULTI-AGENCY WORKING

3.1 CCC is committed to working closely with partner agencies to ensure that high-risk cases of hoarding are assessed in a timely manner. To help inform multi-agency discussions the CCC Housing Officer will complete 3 risk assessments:

- Assessment 1: Premises Risk Assessment
- Assessment 2: Clutter Image Ratio Tool

- Assessment 3: Hoarding Insight Characteristic Assessment

- 3.2 The tenant's insight into their hoarding behaviour (Assessment 3) will be instrumental as to how the case will be managed. If the tenant has **no insight** into their behaviour, then the CCC Housing Officer will instigate a multi-agency meeting with external partners to identify what support can be implemented and next steps. The CCC Housing Officer will also notify the CCC Tenancy Enforcement Panel (TEP) to ensure that appropriate enforcement action can be considered, and any health, safety or environmental risks mitigated.
- 3.3 While CCC are keen to support all residents impacted by hoarding, under current funding arrangements we cannot offer the Tenancy Sustainment Service to leaseholders or residents who have purchased property through affordable home ownership schemes. Instead, we will encourage individuals to contact the Cambridgeshire Fire and Rescue (CFRS) Safe and Well service for guidance on improving fire safety in the home. We will also signpost the individual to support services and charities such as Hoarding UK.
- 3.4 Tenants who have a **good/fair** insight into their behaviour will be referred to the Tenancy Sustainment Service (TSS). The TSS will work with the tenant to agree the actions needed to mitigate the identified risks and improve the hoarding behaviour. Central to this process will be the development of an action plan which the tenant will be required to sign and will be shared with relevant partner agencies. The TSS will maintain regular contact with the tenant over a **6-month period** to help ensure that the agreed actions are completed.
- 3.5 The actions agreed by the tenant as part of the action plan will only be shared with partners directly involved in providing support. This includes, but is not limited to:
- Cambridgeshire Fire and Rescue Service (CFRS)
 - Cambridgeshire and Peterborough NHS Foundation Trust (CPFT)
 - Cambridgeshire County Council
 - Cambridgeshire Safeguarding Adults Board
 - CCC Environmental Health (EH) colleagues

- 3.6 If the hoarding behaviour does not improve with the support of the TSS, and the risks to the household are still apparent, then the CCC Housing Officer, with support from the TSS, will make an internal referral to the Tenancy Enforcement Panel (TEP) and Tenants at Risk (TAR) group. The purpose of which will be to identify appropriate enforcement action and the provision of external support.
- 3.7 Cases which are assessed as **low risk** across all 3 assessment tools will be referred to the Cambridgeshire Fire and Rescue (CFRS) Safe and Well service for guidance on improving fire safety in the home. The tenant will also be encouraged by the CCC Housing Officer to contact support agencies for further assistance.

4 ENFORCEMENT

- 4.1 CCC recognises that hoarding is a complex condition and the act of clearing a property will not always lead to a change in behaviour. Therefore the enforced clearance of items against the will of the tenant with the hoarding behaviour will only be undertaken when the following points are satisfied:
- The agreement of the multi-agency partners identified in the action plan has been obtained
 - Other approaches (such as clearance of the property by the tenant) have been exhausted
 - The clearance is proportionate to the scale of the issue
 - The agreement of the CCC Tenancy Enforcement Panel (TEP) has been obtained
 - A breach of tenancy or leasehold agreement is confirmed and an injunction or a court order for possession of property has been obtained, or possession or forfeiture of the property is confirmed
- 4.2 All enforced clearances will be payable by the tenant. The tenant will be encouraged to satisfy the payment in-full prior to the clearance, but

where this is not possible the debt will be added to the tenants sub-account on a recharge basis.

- 4.3 If individuals exhibiting the hoarding behaviour are found to have stored items in communal areas, then due to fire safety risks, CCC will clear the area in-line with the 'Storage in Communal Areas – Zero Tolerance Policy (2018)'. The cost for the removal and storage of items will be charged in-line with the National Schedule of Rates.

Policy written: August 2020

To be reviewed by: August 2023

Appendix B

RECHARGEABLE WORKS POLICY

Glossary of Terms

'Property' includes dwellings, gardens, garages, outbuildings, decants, access across council land and any equipment provided by the Council.

'Tenant(s)' includes secure tenants, introductory tenants, fixed-term tenants, licensees, unauthorised occupants, garage tenants and joint tenants.

1.0 STATEMENT ON POLICY

- 1.1 A rechargeable repair is a repair that is the result of damage or negligence to the property and/or its fixtures and fittings, internally or externally by a tenant or leaseholder or a member of the tenant's/leaseholder's household or an invited visitor to the property and/or communal areas.
- 1.2 A charge will also be levied against the cost of removing items and clearing gardens when properties are vacated, blocking unauthorised access across council-owned land, and replacing damaged equipment in Council property. This Policy also applies to licences and occupiers.
- 1.3 The tenancy conditions clearly state that the tenant is responsible for the cost of repairing any damage that they cause to council properties. Appendix B lists the repairs for which the tenant or the Council is responsible. The Council cannot assign its statutory duties to repair the items listed in Appendix B to the tenant as per section 11 of the Landlord and Tenant Act (1985).
- 1.4 Where a tenant has carried out alterations or improvements to the property with or without written consent, the Council may ask for the property to be returned to its original condition. If a tenant does not restore the property to its original condition, the council will undertake

the work and charge the cost of the work to the tenant. The tenant will be responsible for the repair of any alterations that have been authorised by the Council. Full details relating to consensual and non-consensual alterations or improvements are laid out in the [Tenants and Leaseholder's Alterations and Improvements Policy](#) (2018).

1.5 The aims of the rechargeable works policy are:

- Reduce the cost of repairs to the Council where tenants are responsible
- Prevent the neglect and damage to council properties by advising tenants of their responsibilities
- Avoid the majority of tenants picking up the bill for the minority
- Protect the repairs budget to deliver only what it is intended for and as laid out in the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Reduce the costs of empty property works across the city
- Provide clarity on categories of repair work and the associated response times

2.0 KEY ISSUES FOR POLICY IMPLEMENTATION

2.1 Tenants are responsible for the property as per the tenancy/licence conditions. The Council will decide whether charges are to be made against occupiers and what action will be taken to attempt to recover any costs deemed as rechargeable works.

2.2 The emphasis will be on prevention of rechargeable work at all stages rather than the necessity to recover costs.

2.3 If the Council is notified of, or suspects that, works are required because of damage which is as a result of domestic abuse, the Housing Officer responsible for tenancy management will be notified. The Housing Officer will refer to the City Homes/Supported Housing 'Responding to Disclosures of Domestic Abuse Procedure' (2019).

- 2.4 All repair charges, where the Housing Officer agrees that the work required is as a result of damage caused by a perpetrator of domestic abuse, will be waived.

3.0 PRE-VOID INSPECTIONS

- 3.1 Tenants will be recharged for works at the end of the tenancy. The aim will be to keep the charges to a minimum by advising tenants before they leave of their responsibilities. Estimated costs for all re-chargeable repair work will be shared with the tenant(s) following pre vacation inspection and rechecked upon keys being returned to CCC. In situations where a pre vacation inspection is not possible recharges will be identified when the keys are returned and listed accordingly. All rechargeable repairs shall be recorded with photographic evidence and stored electronically at Estates and Facilities.
- 3.2 Tenants will be sent a confirmation of total charges after they move to their forwarding address. The tenant will be expected to pay the charge indicated on the confirmation within 14 days of receiving it, unless the Council agrees terms for repayment.
- 3.3 For other rechargeable costs, tenants will be advised at the earliest opportunity and in line with the requirements of the particular service, as to what costs will be levied.
- 3.4 Where tenants complete the work themselves to avoid a recharge and it is subsequently found that the works have not been carried out to a pre-agreed standard and specification, the Council reserves the right to remove any work undertaken and charge the full cost of replacing the work, plus VAT.

4.0 EMERGENCY RECHARGEABLE REPAIRS

- 4.1 When an emergency rechargeable repair is being reported, the tenant (or whoever is reporting this on the tenants behalf) will be advised that the works will be recharged and whether or not the repair is an

emergency, urgent, routine or long-term works. See Appendix A of this document.

- 4.2 The tenant will be sent confirmation of total charges following completion of the repair and payment will be expected within 14 days, unless the Council agree terms for repayment. Terms for repayment may include the option for the tenant to pay the Council an agreed amount on a regular basis until the debt is cleared.
- 4.3 If, following an emergency call-out, the repair is assessed as a non-emergency repair, then the repair work will not be undertaken and the tenant will be advised to book a non-emergency repair appointment. The cost of the emergency call-out will be recharged to the tenant¹ and this fee will apply to calls made during and outside office hours.

5.0 NON-EMERGENCY (URGENT/ROUTINE/LONG-TERM) RECHARGEABLE REPAIRS

- 5.1 When a non-emergency repair is reported the tenant will be informed of the cost of the repair. If the tenant wishes for the council to undertake the repair work a confirmation of total charges will be issued. Once full payment has been received Estates and Facilities will undertake the works. The tenant will be given the opportunity to complete the works by completing an Alteration Form. Once approval has been given by the Asset Officer the tenant can employ their own contractor however the works need to be completed to an agreed standard with Estates and Facilities.
- 5.2 If when carrying out a non-emergency repair it is deemed that the repair was caused by the tenant then this can be recharged upon completion.

¹ The Council's ability to charge the cost of the emergency call-out is conditional upon the implementation of the required internal processes and supporting legal instruments.

- 5.3 If the tenant misses a pre-arranged repair appointment on two consecutive occasions, no further non-emergency repair appointments will be booked or undertaken by the Council until an abortive call-out fee is paid. This does not include items listed as emergency repairs in Appendix A.
- 5.4 If the tenant chooses to undertake the repair themselves they must complete a Tenant Alterations Form in-line with the [Tenants and Leaseholder's Alterations and Improvements Policy](#) (2018). If the alteration is authorised by the Council then the responsibility for the maintenance of the alteration will pass to the Tenant. The Council will **NOT** repair alterations or extra items that the Tenant has fitted.

6.0 GAS FORCE ENTRIES

- 6.1 The Council is responsible for the servicing of gas appliances in tenants homes on an annual basis. If the Council is unable to gain access to the property despite reasonable notice and written requests to the tenant then the Council is legally entitled to force entry to the property to carry out the service. In such cases the council will immediately re-secure the tenants home and rectify damage caused. The Council will charge the tenant for the additional reasonable costs incurred.

7.0 RECHARGEABLE WORKS CHARGES

- 7.1 The Rechargeable Works Charge List will be based upon the National Schedule of Rates. To ensure fairness and transparency the Rechargeable Works Charge List will be reviewed annually.

8.0 PREVENTION

- 8.1 Tenants will be given advice about their responsibilities as a tenant at the start of their tenancy, and, if applicable, at the pre-transfer visit ('Plus' visit). Tenants will be advised that all housing related debt (including recharges) must be repaid at the end of the tenancy, and that failure to repay this debt may result in CCC taking legal action to

recover the money, and/or the tenant being barred from future entry onto the housing register.

- 8.2 The Council will use personal data held on the Housing Information System to trace former tenants who owe a rechargeable repair debt to the Council , but will keep the data in a form which permits identification of the individual for no longer than is necessary (see Article 5 (c) and (e) of the General Data Protection Regulation Principles).
- 8.3 Properties will be let to new tenants in accordance with the City Council's ***5-Point Promise*** and to meet the requirements of the Decent Homes standard.
- 8.4 The Council will point out clearly to tenants that they are responsible for paying for the work carried out by the Council that is deemed to be "rechargeable". The Council will seek payment in advance for repairs, before we agree to do work which is the tenants' responsibility.
- 8.5 Tenants who have applied for a transfer will be advised that their request may be deferred if there is repair work that they need to carry out. If tenants leave their property and repair work has to be carried out or possessions cleared then they will be recharged.

Policy written: October 2018
Policy reviewed: September 2020
Next review: September 2023

APPENDIX A – CATEGORIES OF REPAIR WORKS BY URGENCY TYPE (EMERGENCY/URGENT/ROUTINE/LONG-TERM)

A repair will fall into one of these categories:

- Emergencies
- Urgent repairs
- Routine repairs
- Long-term planned maintenance

Emergencies

Cambridge City Council will deal with these problems within 24 hours:

- Blocked drains caused by blocked manholes – any other blockage will need to wait until the next working day. Unless the drainage is shared, in which case it is Anglian Water's responsibility
- Serious electrical faults or complete power failure
- Faulty smoke alarms, if they were installed by CCC and the Tenant cannot turn them off
- Burst or leaking supply pipes that cannot be contained, major overflows where water is gushing out, and major roof leaks
- A toilet not flushing – if it is the Tenants only toilet
- Broken heating systems – CCC will provide temporary heating within eight hours if needed
- Broken lifts
- Insecure property – such as a front or back door or ground-floor window that won't lock – upper-floor windows are not an emergency
- A stuck exit, such as a fire door in a flat that cannot be opened
- Smashed windows with both panes broken – CCC will board these up temporarily. Broken glass is the Tenant's responsibility, so the Tenant could be charged for this if unable to provide a crime number
- Lost keys, or access to the property – keys are the Tenants responsibility and there will be a charge

Wherever possible CCC will complete emergency repairs within 24 hours. Sometimes CCC will only be able to make the Tenants home safe and then come back later to finish the work - for example if major work is needed or if parts have to be ordered.

In the event of an emergency that is life-threatening or causing major damage to property then CCC will aim to attend immediately.

If CCC think the house is not fit for living in, we will provide temporary housing to the Tenant.

Urgent repairs

CCC will deal with these repairs within three working days after the job is raised as long as the Tenant provides access to the property:

- emergency repairs that CCC have already made safe
- electrical faults where there is no risk of injury
- problems with the hot-water supply
- Leaking waste pipes
- taps that cannot be turned off completely
- minor roof leaks
- faulty entry phones
- broken heating systems (in summer)

Routine repairs

CCC will repair these within 20 working days:

- Fireplaces
- Roofs
- Gutters and drainpipes
- Noisy ball valves in toilets
- Broken vents and airbricks
- Minor re-pointing and rendering
- Sinks, baths, kitchen units and fittings
- Plastering
- Woodwork and minor fencing work

Long-term planned maintenance work

CCC plan to do work that doesn't fit into the other categories as part of long-term programmes, as this is the most efficient way of working. Examples include:

- servicing gas central heating;
- painting the outside of properties;
- repairing fencing;

- replacing kitchen units and bathrooms;
- fitting plastic windows; and
- roofing work.

APPENDIX B – COUNCIL AND TENANT REPAIR RESPONSIBILITIES

The Council will look after the structure and exterior of the property and any parts, such as walls, which are shared with neighbours. The Council will **NOT** repair alterations or extra items that the Tenant has fitted.

The Council will be responsible for repairs to the following:

- drains, gutters and outdoor pipe work;
- roofing;
- outside walls and chimneys;
- outside doors and windows;
- outside paintwork;
- steps and paths to the front door and around the tenants home to the back door;
- boundary walls and fences;
- outside sheds and stores which the Council has provided;
- inside walls, ceilings, (but excluding plaster) floors, skirting boards, door frames and kitchen units;
- heating and hot water units;
- electric, gas and water services and fittings, including basins, sinks, baths, toilets, pipe work and wiring;
- shared services such as lifts, rotary dryers, play areas, lighting and shared laundry equipment;
- servicing of the 24 hour telephone response service (the pull cord alarm in sheltered housing);
- breakages to window glass unless caused by a breach of paragraph 11.1 of section 6 of the tenancy agreement.

The Tenant will be responsible for repairs to the following:

- replacing fuses, plugs and light bulbs;
- decorating the inside of the home;
- sweeping the chimney (if the tenant uses solid fuel);

- repairing any item that the tenant has fitted or was fitted by a past tenant (the council will tell the tenant what fittings they are responsible for when moving in);
- shelves - unless they are part of the structure;
- cleaning waste - water gullies outside the tenants kitchen ;
- repairing tiles around fire surrounds;
- renewing door handles, hinges and latches on inside doors;
- repairing washing lines, posts and rotary dryers (if the tenant lives in a house) ;
- replacing gate fittings (if the tenant lives in a house) ;
- repairs to back garden paths;
- renewing curtain rails (but not if they were provided as part of the original building or if the tenant lives in a sheltered housing scheme) ;
- replacing a broken toilet seat;
- renewing plugs and chains on sinks and baths;
- replacing tap washers; and
- repairing internal plaster.

Appendix C

TENANCY POLICY

1 PURPOSE

- 1.1 This document identifies and describes the policies that underpin Cambridge City Council's (CCC) approach to the provision of social housing. As a Registered Provider (RP) of social housing, Cambridge City Council (CCC) is required to publish clear and accessible policies which have regard to the requirements set out in the [CCC Tenancy Strategy \(2020\)](#). This includes:
- (a) The type of tenancies CCC will grant
 - (b) Where CCC grant tenancies for a fixed term, the length of those terms; the circumstances in which CCC will grant tenancies of a particular type; any exceptional circumstances in which CCC will grant fixed term tenancies for a term of less than five years in general needs housing following any probationary period
 - (c) The circumstances in which CCC may or may not grant another tenancy on the expiry of the fixed term, in the same property or in a different property
 - (d) The way in which a tenant or prospective tenant may appeal against or complain about the length of fixed term tenancy offered and the type of tenancy offered, and against a decision not to grant another tenancy on the expiry of the fixed term.
 - (e) The advice and assistance CCC will give to tenants on finding alternative accommodation if another tenancy is not granted
 - (f) The CCC policy on granting discretionary succession rights, taking account of the needs of vulnerable household members²
 - (g) CCC's use of positive under-occupation incentives to help tenants move to smaller accommodation³
 - (h) CCC's application of affordable rent and Local Housing Allowance rates
 - (i) CCC's fulfilment of the public sector equality duty when developing new tenancy management policies

² Section 2.2, Tenancy Standard 2015 (Regulator of Social Housing)

³ Section 12, Tenancy Strategy 2020 (Cambridge City Council)

- 1.2 This document takes into account the [CCC Lettings Policy](#) (2020) which sets out how residents can apply for housing; the criteria for acceptance onto the housing register; how priority banding is determined; and the housing allocation process.

2 BACKGROUND

- 2.1 The need for RP's to publish a Tenancy Policy was introduced as part of a wider package of social housing reforms implemented through the Localism Act (2011). Under the Act, local authorities with a strategic housing role are required to publish a Tenancy Strategy which sets out the issues that RP's operating in the local area must consider when deciding the type of tenancies to offer, including the circumstances and length. This Tenancy Policy (2020) document is a refresh of the Tenancy Policy (2017).

3 TYPES OF TENANCIES INTRODUCTORY TENANCIES

- 3.1 Introductory tenancies are probationary tenancies that normally last for 12 months but can be extended for a further 6 months. Unless a prospective tenant already has a secure tenancy, or an assured tenancy, CCC will grant an introductory tenancy for a trial period. The introductory tenancy will become a secure tenancy after 12 months if the tenancy has been conducted successfully, or at the end of any extension period.
- 3.2 The introductory tenancy is a trial period where tenants can demonstrate that they are able to sustain a tenancy and comply with the terms of the Tenancy Agreement. An introductory tenant can be evicted much more quickly than a secure tenant if the terms of the tenancy agreement are breached. Introductory tenants cannot buy their home or exchange with other tenants.

SECURE TENANCIES

- 3.3 If the introductory tenancy or the introductory extension period is completed successfully then introductory tenancies automatically

become secure tenancies. CCC will grant a secure tenancy if (immediately before the tenancy began) the applicant was:

- A secure tenant; or
- An assured tenant (not an assured shorthold tenant) of social housing where the landlord is a registered social landlord; or
- An introductory tenant who has successfully completed their trial period.

3.4 A secure tenancy gives the tenant security of tenure and the following statutory rights:

- Right to buy (this does not include sheltered or extra care housing)
- Right to repair
- Right to take in lodgers
- Right to sublet part of the property with the CCC's permission
- Right to exchange
- Right to consultation and information.

3.5 Secure tenants within sheltered accommodation will only be able to exchange the property if the exchange does not result in the home being occupied by someone without disabilities, or whose special needs are not met by the provision of the accommodation.⁴

3.6 A person under the age of 18 years cannot hold a legal tenancy. In cases of minors seeking tenancies, CCC will grant the tenancy to a member of the minor's family or to another trusted adult. This person will hold the tenancy in trust for the minor's benefit until they reach 18.

FIXED TERM TENANCIES

3.7 Section 154 of the Localism Act 2011 gives local authorities the power to offer new social tenants flexible tenancies for a certain term (i.e. fixed term tenancies). A fixed term tenancy is a secure tenancy for a period of not less than 2 years.

⁴ Ground 7, Schedule 2 (Housing Act 1985)

3.8 CCC's preference is generally to grant lifetime tenancies, however, due to the high demand and scarcity of certain types of properties, we will grant fixed term tenancies to the following types of properties:

- Properties with 4 or more bedrooms – 5 years
- One-off properties – 5 years

One-off properties will be designated as such by the Housing Services Manager but will only be used in exceptional circumstances. Examples may include properties in potential development areas or major adapted properties. The period of 5 years does not include the first introductory year.

- Supported move-on properties – 2 years

Supported move-on accommodation will only be provided to tenants who cannot live independently and requires additional support.

3.9 The review of the fixed term tenancy will be carried out by CCC between six to twelve months before the fixed term is due to expire.

3.10 CCC will normally propose to renew a fixed term tenancy at the end of the fixed term tenancy period, unless:

- in the case of homes with 4 or more bedrooms the home is now larger than required by the household
- in the case of designated supported move-on accommodation the tenant can (following advice and assistance) find alternative accommodation suitable to their needs
- the tenant does not wish to be granted a new fixed term tenancy

- the home contains significant disabled adaptations which are no longer required by that household, and the adapted home would meet the needs of another household on the housing register

3.11 Tenants of fixed term tenancies will be given at least six months' notice if the decision has been made not to grant another fixed term tenancy.

3.12 A tenant or prospective tenant may request a review of CCC's decision not to grant another tenancy, (including the length or type of tenancy) by making a request in writing within 21 calendar days⁵ of the Notice being served. The applicant will receive a written response outlining the result of the review.

3.13 If the tenant is still unhappy following the review of a decision, they can submit a [complaint to CCC](#) either online, by phone or in person at the CCC Customer Service Centre. If following the internal complaint process the complainant is still unhappy this can be escalated to the Local Housing Ombudsman.

3.14 Possession action can be taken at any time during the fixed term if the tenant is in breach of the tenancy agreement or other grounds specified in the Housing Act (1985).

3.15 Where a decision is made not to grant a new tenancy CCC will offer advice and support to the tenant in finding suitable alternative accommodation.

4 SUPPORTING TENANTS

4.1 All new tenants are informed about their tenancy rights and obligations through the provision of the Tenancy Sign-Up Pack.

4.2 In financial matters, particularly where tenants may have trouble with rent payments, CCC will provide support via the City Homes Income Team. This will include assistance with Universal Credit application forms and financial budgeting. CCC will also sign-post to external agencies who can provide additional support e.g. the Citizens Advice Bureau.

⁵ [s.107E Housing Act 1985](#), as inserted by s.154 Localism Act 2011

- 4.3 Where appropriate, CCC will refer tenants to the Council's Tenancy Sustainment Service or Visiting Support Service. The Tenancy Sustainment Service will support **tenants aged 18 or over whose tenancy is at risk due to mental health issues; local antisocial behaviour; a history of homelessness; or other complex support needs**. The Visiting Support Service will support tenants over the age of 65 to remain independent and socially active, this includes help accessing care and support; disability aids; welfare benefits and advice on housing.
- 4.4 CCC will support tenants as much as possible to sustain their tenancies. Eviction of tenants will only be used as a last resort.

5 AFFORDABLE RENTS

- 5.1 Registered Providers (RPs) nationally may charge 'Affordable Rents' at up to 80% of market rents where certain conditions apply. These are generally higher than social rents and are aimed at generating additional funding to help build more new affordable housing. However, in Cambridge, even so-called 'Affordable Rent' is still unaffordable to many residents, and in light of this the CCC Tenancy Strategy currently requires RPs to set Affordable Rents at or below Local Housing Allowance (LHA) rates (the LHA rate is what is used to calculate the amount payable in housing benefit or the housing element of Universal Credit for tenants in the private rented sector). Up until recently this has been seen as a reasonable level to ensure that Affordable Rents (at least on smaller homes) are affordable to households on low incomes.
- 5.2 CCC is committed to ensuring that rents remain as affordable as possible to local people. Following a larger than normal increase in LHA rates by the government for 2020/21 the council will be reviewing its policy on the maximum level at which Affordable Rents should be set locally. Until this decision is made CCC will continue to charge at the 2020/21 rates announced in January 2020 for existing tenants, before the increase applied in late March 2020 in response to the coronavirus pandemic.

6 SUCCESSION RIGHTS

- 6.1 Under the CCC Succession Policy (2019) if there is a **joint secure** tenancy and one of the tenants dies, the surviving tenant will automatically take on the tenancy.
- 6.2 If there is a **sole secure** tenant who has not previously succeeded to the tenancy, then the tenancy can be passed on to a spouse or civil partner, providing that they are living with the tenant when the tenant dies. If the tenant has no spouse or civil partner, then certain close members of the family may be able to succeed to the tenancy if they have been living with the tenant for at least twelve months at the date of the death of the tenant and if there hasn't already been a succession. We may ask a successor to move to another home if the home they have succeeded to is larger than they would be eligible for.
- 6.3 Under the Localism Act (2011) the statutory right of succession to a secure tenancy for family members has been abolished and statutory succession is limited to spouses, civil partners and those in equivalent relationships. However, the Localism Act (2011) does give Council's the ability to make this decision on a case-by-case basis. This discretion allows CCC the ability to make best use of its social housing stock and account for the needs of vulnerable household members.

7 UNDER OCCUPATION INCENTIVES SCHEME

- 7.1 The CCC Tenancy Strategy (2020) supports RP's to take positive action to help tenants to move to smaller accommodation where tenants wish to do so. The CCC Under Occupation Assistance Policy (2019) seeks to incentivise tenants to move to smaller properties if they are under occupying their home. In order to qualify for the under-occupation scheme, applicants must be secure tenants of CCC, and must have held their tenancy of the current property for at least two years.
- 7.2 CCC prioritises those households who are under-occupying by either 2 bedrooms or are looking to give up an adapted property they no longer need. The tenant could be offered, subject to available funding in any year, an Under-Occupation Assistance Payment of £1,000 per bedroom. To help with removals a removal payment of up to £800 (depending upon number of bedrooms) will be paid as part of the lettings process.

7.3 The directives set out in the Under Occupation Assistance Policy (2019) and the CCC Lettings Policy (2018) are subject to any future policy changes which CCC may introduce.

8 TENANCY MANAGEMENT POLICIES

8.1 CCC has a series of policies and procedures outlining its approach to tenancy management. These include:

- Local Lettings Policy (2020)
- Abandonment and Long-term Absence Policy (2018)
- Access Licence on Housing Land Policy (2018)
- Business Use Policy (2018)
- Short-term Decant Policy (2018)
- Disposal of Possessions and Personal Data Policy (2018)
- Garage Use and Arrears Policy (2018)
- Housing Related Debt Policy (2017-2020)
- Income Management and Rent Arrears Policy (2018)
- Rechargeable Works Policy (2019)
- Tenancy Changes (Sole to Joint/Joint to Sole) Policy (2019)
- Tenants and Leaseholders Alterations and Improvements Policy (2018)

8.2 As a public body, CCC is required to have due regard to the public sector equality duty under the Equality Act 2010, this includes the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act;
- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

When developing new policies or making material changes to existing policies, CCC will carry out Equality Impact Assessments (EqIAs) to ensure that its public sector equality duty is met.

9 TENANCY MANAGEMENT SERVICE STANDARDS

9.1 To help manage expectations it is important that CCC is clear about its obligations to tenants and residents. CCC has implemented a set of [Tenancy Management Service Standards](#) which give clear guidance about a wide variety of housing tenancy related matters.

This includes:

- queries about the Tenancy Agreement
- successions, survivorships and assignment requests
- adding someone to a tenancy
- advice on mutual exchanges
- abandonment
- reports of subletting
- garage and parking space rental
- rent payment and arrears

Further information about CCC's tenancy management service can be found at <https://www.cambridge.gov.uk/housing>

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